The Solicitors' Journal.

LONDON, NOVEMBER 8, 1884.

CURRENT TOPICS.

We are glad to learn that Mr. Cozens-Hardy, Q.C., is making satisfactory progress towards recovery from the accident which befell him on Monday last, and that there is every prospect of his being able to resume his attendance in court on Monday next.

The Remuneration Order came before Mr. Justice Pearson on Monday upon a question somewhat similar to that raised in *In re Lacey* (28 Solicitors' Journal, 123)—viz., whether the Order applies to the taxation, after it came into operation, of costs incurred under an agreement entered into before it came into operation. It will be remembered that in *In re Lacey* the Court of Appeal intimated an opinion that the Order did apply in such a case, but they based their decision on another ground. In the case before Mr. Justice Pearson (*In re Denne*) an agreement was entered into in 1882 for the sale of land, by which it was provided that "the purchaser should pay to the vendor all reasonable and proper costs of making out and verifying his title to the property, and of executing to the purchaser all such assurances thereof as he shall require." In 1883 the vendor instructed a solicitor to act for him in the matter, and this solicitor did not, before undertaking the business, elect, under rule 6 of the Order, that his remuneration should be under the old system as altered by Schedule II. The solicitor, having carried out the purchase on behalf of the vendor, sent in to the purchaser a bill made out on the old system as altered by Schedule II., the amount being more than would be payable under the scale in Schedule I., Part I. The question was whether he was entitled to do this. Mr. Justice Pearson held that he was not, and that the vendor could claim from the purchaser only the costs allowed by Schedule I., Part I. The vendor could not recover, under the agreement as to costs, any more costs than his own solicitor would have been entitled to charge against him if no such agreement had been made. But, as the vendor instructed his solicitor after the Remuneration Order came into operation, and the solicitor did not elect, under rule 6, to exclude the Order, he must be deemed to have undertaken the business at the rate of remuneration prescribed by the scale. We confess we do not see how this decision can be questioned. The important point is, when was the solicitor instructed? If he was instructed after the Order came into operation, he must be taken to contract subject to the Order, and it seems immaterial whether the agreement which he is to carry out was made before or after the Order came into operation. It must be carefully observed that Mr. Justice Pearson does not, in any way, decide that a solicitor instructed before the Order came into operation to carry out an agreement previously made would be bound by the Order, although all the work was done after the Order came into operation. The reasons for his decision, indeed, show that his opinion is that under such circumstances the solicitor would not be bound by the Order. In *In re Lacey* the vendor's solicitors perused the draft conveyance after the 31st of December, 1882, but they must clearly have been instructed by the vendor before that date, for the draft conveyance was sent to them for perusal on the 29th of December, 1882. Yet the Court of Appeal intimated an opinion that the Order would apply to the vendor's solicitors' costs. It seems to us, with great deference, that there must have been some overlooking of the fact that the solicitors undertook the business before the Order came into operation. In the particular case, no doubt, it was for the interest of the vendor's solicitors to claim under the scale, but where it is not the interest of the solicitor, instructed before the Order came into operation, to do so, we think it would be manifestly unjust that his remuneration should be altered adversely to him after the date of his engagement; he, of course, being unable to elect under rule 6, before undertaking the business.

The observations of Lord Bramwell with regard to the unsatisfactory procedure of the High Court, and the possibility of substituting for it a system of informal arbitration, have led to other proposals. It seems to us that certain suggestions made by Mr. Forbes, Q.C., in a letter to the *Times* on Thursday are worthy of consideration. His observations appear to be directed entirely to mercantile cases, with regard to which he proposes that one of the judges of the High Court should be constituted a special tribunal for the summary determination of mercantile causes, with an exceptional procedure for the purpose. We rather doubt the appropriateness of the term "summary," for the main feature of the procedure proposed seems to be that the action should, in most cases, not be heard and disposed of at one trial, but should be dealt with on several successive occasions. On the first occasion the plaintiff or his representative is to state shortly his case, and then the judge is to ask if the defendant consents to the jurisdiction. If he does, then apparently the case is to be set down for hearing on some future day. On that day both parties are to come and state their cases fully, but apparently no witnesses are to be brought. Then if, in the judge's opinion, the matter turns merely on undisputed facts or documents, the judge can immediately give judgment, but if evidence is required, then apparently the judge is to postpone the case for further hearing, and, if necessary, to appoint experts as assessors to assist him. Of course, one point is to avoid the expense of pleadings, but the main idea seems to be to avoid the waste of money which now occurs over matters which in the result prove immaterial to the decision. We think there is a good deal in this suggestion. Let us take an instance of a simple character to illustrate the mischief of a single trial or hearing of all issues. One of the issues in a case may involve evidence of an expensive kind, of experts or witnesses to be brought from a distance, as, for instance, on the question whether certain goods when shipped at a distant port were not equal to contract, or whether the inferiority has been occasioned on the voyage by sea damage. Conceivably, such a question might turn on very nice matters of chemistry, and great expense might be involved in deciding it. Also there might, in the same case, be a question whether there was a good contract within the Statute of Frauds. According to the present system, except when mitigated by the agreement of the parties or by any order specially made for separate trials, the parties have to come to trial prepared on all points; so, in the instance we put, if it is ultimately held that there was no contract within the Statute of Frauds, the expense on the other question is all thrown away. The idea seems to be that the system of a succession of hearings will often prevent this kind of useless expense. For the judge would at once say, in such a case, that no expense should be incurred on the breach of warranty question till the point on the Statute of Frauds had been determined. At present there are provisions under the Judicature Acts for ordering separate trials of different issues, and, in such a case as we instanced, possibly these provisions would be applied, but it seems, for some reason, that they do not meet the evils complained of to the full extent. As we have already said, we think the suggestions of Mr. Forbes are well worthy of consideration, though we doubt the admissibility of his proposals exactly in their present form. For instance, why is this system, if beneficial for mercantile cases, not equally applicable to others? And, again, what is to be the definition of a mercantile case for this purpose? How the system suggested would work we think it would be impossible exactly to tell till after some experience of it. We believe something like this kind of thing has been tried in some of our dependencies and proved not altogether satisfactory. As we said last

week, we fear that all these suggestions are based on a somewhat too sanguine belief that the evils of litigation are entirely curable by mere alteration of the machinery.

Is a married woman entitled to the municipal franchise? This is a question which must, sooner or later, come before the High Court for decision, and we are surprised that it has not yet been broached. In *Reg.* v. *Harrald* (L. R. 7 Q. B. 361) it was decided, no doubt, that married women had no such right, but that decision, though subsequent to the Married Women's Property Act of 1870, was before the Married Women's Property Act, 1882, and also before the consolidating and amending Municipal Corporations Act which passed in the same year. We have carefully compared the repealed sections of the old Municipal Corporation Acts with the sections of the Act of 1882 which replace them, and have no doubt that, if a change in the law has been effected, it is not effected by the Municipal Corporations Act. But did not the Married Women's Property Act of 1882 effect a change? If the opinion of Chitty, J., in *Mander* v. *Harris* (31 W. R. 885, L. R. 24 Ch. D. 222), that the Act of 1882 severed the common law unity of person between husband and wife, is to have full effect, no doubt the change has been effected. But we cannot but think that this opinion went too far (see the opinion expressed by Cotton, L.J., on the hearing of the case on appeal: 31 W. R., at p. 942), and that the Act of 1882 would not, at any rate, operate to give the separate political *status* which the court so emphatically denied to married women in *Reg.* v. *Harrald*. But was *Reg.* v. *Harrald* rightly decided, and, if not, could it be overruled by a court of appeal? That *Reg.* v. *Harrald* was wrong we have long thought, inasmuch as where the Legislature said, in section 63 of the Municipal Corporations Act, 1882, that words importing the masculine gender should "include women for all purposes connected with the right to vote," we see no reason whatever for reading women to mean "unmarried women." The question whether *Reg.* v. *Harrald* would be overruled is a more difficult one, but it is satisfactory to bear in mind that the effect of the Judicature Acts and the Appellate Jurisdiction Act, 1876, is that, if the question of the married women's rights should arise, as in *Reg.* v. *Harrald*, on *quo warranto*, it could be carried to the House of Lords. If, however, the question should arise upon election petition, or upon a case stated by a revising barrister, it could not be carried further than the Court of Appeal (see section 14 of the Judicature Act of 1881).

It is of great practical importance to appreciate the exact effect of giving or taking a crossed cheque. A correspondent, whose letter we print elsewhere, asks whether a cheque drawn to order and crossed "and Co. Not negotiable," may be realized by the bankers of an indorsee, or whether the payee's bankers only can realize it. The answer to the question is to be found in the 76th and 79th sections of the Bills of Exchange Act, 1882 (45 & 46 Vict. c. 61), which replaced the repealed sections *in pari materid* of the Crossed Cheques Act, 1876 (39 & 40 Vict. c. 81). By section 76 of the Act of 1882, where a cheque is crossed with "the words 'and company' or any abbreviation thereof between two parallel transverse lines, either with or without the words 'not negotiable,'" the cheque is "crossed generally"; and by section 79, sub-section 2, "where the banker on whom a cheque is drawn pays a cheque crossed generally otherwise than to a banker, he is liable to the true owner of the cheque for any loss he may sustain owing to the cheque having been so paid." By section 80 protection is given to a banker on whom a crossed cheque is drawn, who, in good faith, and without negligence, pays it, "if crossed generally, to a banker." It is clear from these sections that, although nothing is said about indorsement, the drawer's banker is equally protected, whether the cheque comes to him from the banker of the payee or from the banker of an indorsee. The purpose of the repealed 12th section of the Crossed Cheques Act of 1876, now represented by sections 81 and 82 of the Act of 1882 (as to which our correspondent also asks for information), was explained by Lindley, J., in *Matthiesson* v. *London and County Bank* (L. R. 5 C. P. D., at p. 16), as follows: "The first part of the section merely affects the title of persons taking cheques which are marked 'not negotiable.' This is a new-fashioned cheque altogether, and the Act of Parliament says if it is marked 'not negotiable' the person who takes that cheque is to have no greater right than the person who gives it him. . . . The second part of the section does not relate to cheques, but to the proceeds of cheques. The customer of the bank gets no better title than his transferror, not only when the cheque is marked 'not negotiable,' but when it is not so marked, if it is not an open, but a crossed, cheque. The bank in either case deals with the proceeds. If the bank has the cheque it may be stopped in their hands. The customer gets no better title than the person from whom he took it. But, when the bank has got the proceeds, and the true owner says to the bank, 'Hand me those proceeds,' the Legislature, in the second part of the 12th section, says, 'No; if you, the bank, have collected only the proceeds of the cheque for your customer, we will not render you responsible for the proceeds when you have dealt with the cheque in the only way in which, as a matter of business, you could deal with it. If you have done anything more; if you have applied it to your own use, that is another matter; but if you have simply collected it through the clearing-house in the only way in which a banker collects cheques, and that is all you have have done, the true owner shall look through you to your customer, and he, and not you, must be responsible to the true owner for the proceeds.'"

The subject of arbitration having been lately brought forward, there is one point in connection with the practice of arbitrations that seems to us worthy of consideration. As is well known, according to the present practice an arbitrator's security for the payment of his fees is that he will not part with the award except on payment of them. It seems to us that the effect of this is in some respects mischievous. The arbitrator dare not show his hand at all, or only to a very small extent, during the hearing, because if he expresses a strong opinion on any point, the parties may draw conclusions as to his probable decision, and settle the matter without taking up the award. Every lawyer must have noticed the difference between trials and arbitrations in this respect. Trials are often much shortened by an expression of opinion on the part of the judge with regard to issues as they arise. Counsel, seeing how the case shapes itself, abandon points, and abstain from calling evidence that will be useless, the strong expression of opinion by the judge both inducing them to do so and protecting them in so doing, to a great extent, from the discontent of the client. In an arbitration this is not so, or, at least, not to anything like the same extent, the arbitrator being obliged to be very cautious as to the expression of any opinion. Consequently, a great many witnesses are often called, and a great deal of time is taken up, upon some point of the case, without producing any effect upon the result, the decision in the mind of the arbitrator ultimately turning on some other point. Sometimes, if an arbitrator could distinctly state, in the course of a case, the view he takes of it, and the point upon which his decision will turn, he could save the expense of much evidence that, in his point of view, is immaterial, and of many sittings. An arbitrator being paid by the length of sitting is, of course, subject to considerable temptation to allow the inquiry to run out its full length unchecked, but we believe that many conscientious arbitrators would be above this temptation, especially in cases where, as frequently happens, the expenses bear a ruinously large proportion to the means of one or both of the parties. But the arbitrator, like other human beings, is worthy of his hire, and it is not in human nature to speak the word that may save the parties expense, if the result may be that the arbitrator is left to whistle for his fees. We think it is a point worthy of consideration when the law of arbitration is being consolidated whether, in practice, some means might be devised of meeting this difficulty.

It will be seen that in a case of *Cann* v. *Cann*, reported in another column, Mr. Justice Kay has held that trustees under a will which only authorized investments in Consols and real securities, who had left £500 trust-money on deposit at a bank for fourteen months, were liable for the loss occasioned by the failure of the bank. So far the decision is not inconsistent with the previous

authorities, but the learned judge is stated to have laid down the rule that "if after *six months* the trustees could not get a mortgage, they ought to have invested the £500 in Consols. From the moment that they began to leave the money too long, they became responsible for the consequences of their default." The rule, as previously understood, was that trust-money, if the amount is not very large (*Ashbury* v. *Beasley*, W. N., 1869, p. 96), may be deposited at a bank for a reasonable time if not required immediately for investment. KINDERSLEY, V.C., said in *Wilks* v. *Groom* (3 Drew, at p. 592) that "when a trustee or executor has money in his hands, and where he does not improperly omit to invest, and does not mix the money with other moneys, he is not liable for placing it for any reasonable time in the hands of a banker." In *Johnson* v *Newton* (11 Hare, at p. 167), WOOD, V.C., said, "No case has been cited in the argument, nor do I know of any case, in which executors, who have merely left moneys belonging to the estate in the hands of the bankers of the testator for a period of no more than nine months after his decease, have been held liable to make good the fund lost by the failure of the bankers." And in *Swinfen* v. *Swinfen* (29 Beav. 211) an executor who had left a sum forming part of the estate at a private bank for a year after the testator's death, was held not to be liable for the loss occasioned by the failure of the bank. We greatly question whether it is for the interest of *cestuis que trust* that trustees who cannot find an investment on mortgage within six months should be compelled to invest in Consols. At all events it seems more expedient to leave the question of what is a reasonable time for allowing trust-money to remain at a bank to be determined with reference to the particular circumstances of each case.

THE QUESTION which Mr. GORST proposed to put to the Attorney-General, but on Friday last withdrew, was based on section 13 of the Statutory Declarations Act, 1835. That section recites that "a practice has prevailed of administering and receiving oaths and affidavits voluntarily taken and made in matters not the subject of any judicial inquiry, nor in anywise pending or at issue before the justice of the peace or other person by whom such oaths or affidavits have been administered or received," and that "doubts have arisen whether or not such proceeding is illegal." It then provides that "for the more effectual suppression of such practice and removing such doubts," "it shall not be lawful for any justice of the peace or other person to administer, or cause or allow to be administered, or to receive or cause or allow to be received, any oath, affidavit, or solemn affirmation touching any matter or thing whereof such justice or other person hath not jurisdiction or cognizance by some statute in force at the time being." The section, however, contains an express exception of oaths, affidavits, or solemn affirmations "before *any justice*" "in any matter or thing touching any proceedings before either of the Houses of Parliament." It seems odd that the words "or other person" should have been omitted after "justice" in the exception.

The Paris correspondent of the *Daily News* says that at the Bourges Assizes a youth, aged thirteen, named Wentzels, a confectioner's apprentice, was tried for murdering his master. The prisoner cynically admitted that the idea of the murder had suggested itself to his mind on reading Emile Richebourg's novel, "La Belle Julie," from which he gathered that nothing more could be done to an assassin under fourteen than to confine him in a House of Correction till twenty-one. His calculation was correct. On a verdict of guilty being given, the judges were bound by the Code to make an order to that effect.

On the 30th ult., Mr. Justice KAY on taking his seat, addressing the senior Queen's Counsel present, stated that it was his intention to take witness causes *de die in diem* until further notice, and expressed his regret that a notification to that effect had not, in accordance with a direction given by him, appeared on the printed official cause list for the day. His lordship also said that it was very desirable that some measure should be taken to prevent the recurrence of the accidental failure of business which happened on the previous day, and caused the early rising of the court, owing to the causes on the paper for the day not being ready for hearing, and that he should be very glad of any suggestion upon the subject from the members of the bar. Mr. Fischer, Q.C., in reply to his lordship, observed that the incident was, he believed, purely accidental, and was not likely to occur again.

IRREVOCABLE POWERS OF ATTORNEY.

VERY shortly after the passing of the Conveyancing Act, 1882, we called attention to the somewhat startling character of its provisions (sections 8 and 9) relating to irrevocable powers of attorney; and remarked that they seemed to point to some conclusions of an anomalous and disquieting character. These irrevocable powers are rapidly finding their way into general practice; and it is not impossible that, like some other provisions of recent legislation, they are being used for some purposes which were not very clearly foreseen by their authors. The time seems now to have arrived when we may usefully call further attention to the provisions in question, with a view to ascertain, if possible, what are the practices which they will be held to authorize.

Section 8 of the Conveyancing Act of 1882 is as follows:—

"8.—(1.) If a power of attorney, given for valuable consideration, is in the instrument creating the power expressed to be irrevocable, then, in favour of a purchaser,—

"(i.) The power shall not be revoked at any time, either by anything done by the donor of the power without the concurrence of the donee of the power, or by the death, marriage, lunacy, unsoundness of mind, or bankruptcy of the donor of the power; and

"(ii.) *Any act done at any time by the donee of the power, in pursuance of the power, shall be as valid as if* anything done by the donor of the power without the concurrence of the donee of the power, or *the death*, marriage, lunacy, unsoundness of mind, or bankruptcy *of the donor of the power, had not* been done or *happened*; and

"(iii.) Neither the donee of the power nor the purchaser shall at any time be prejudicially affected by notice of anything done by the donor of the power, without the concurrence of the donee of the power, or of the death, marriage, lunacy, unsoundness of mind, or bankruptcy of the donor of the power.

"(2.) This section applies only to powers of attorney created by instruments executed after the commencement of this Act."

Section 9 is in precisely similar terms, with the exception that the powers of attorney to which it applies are not given for valuable consideration, and that they cannot be made irrevocable for longer than one year from the date of the instrument creating them. With these alterations, our remarks upon section 8 will apply equally to section 9.

Putting together the very remarkable words of section 8, subsection (1), (ii.), which we have placed in italics, we arrive at the following enactment, which is certainly of such importance as to bear repetition in a connected form:—

Any act done at any time by the donee of the power, in pursuance of the power, shall be as valid as if the death of the donor of the power had not happened.

If these words are to be construed literally according to their plain grammatical meaning, they will lead to some conclusions which may, with studious moderation of language, be styled astonishing. A conveyance to a purchaser made by an attorney, of a testator's lands, held by him in fee simple, in exercise of a power of attorney to execute conveyances of such lands, would be valid in the testator's lifetime; that is, if his death had not happened. Are we to conclude that such a conveyance will be equally valid after the testator's death?

The Act plainly says so. How else would the act done by the attorney be *as valid as if the donor's death had not happened?* The act of the attorney would unquestionably be valid, if the donor's death had not happened in fact. Afterwards, it is to be *as valid*. The language seems to be such as to present no loophole for escape. If the conclusion in question is to be avoided, it would seem that the escape must be effected through a hole made by violence.

Plenty of other examples could easily be given; but the single example above given affords all the illustration that the case requires. We have purposely chosen a somewhat extreme instance, because such an instance most forcibly presents the question which needs to be discussed. It may, perhaps, be the fact that such irrevocable powers as the one above supposed seldom occur in actual practice, except under section 9, by which their continuance is limited to a year. But this, if true, is nothing to the present purpose. The question is, not what powers do occur, or do frequently occur, but what powers might occur by virtue of the Act's provisions. If the Act has—we do not say that it has, but if it has—authorized something likely to be extremely mischievous, it would be a very inadequate apology to express a hope that nobody will be found to do the mischief which the Act would have made possible. The Act ought, in prudence, to have taken sufficient

precautions against the possible mischief, instead of trusting to the good intentions of the world at large. The world, as we have reason to fear, contains not a few evil-disposed persons.

We request our readers to observe that we are laying down no dogmatical interpretation of the Act, our only desire being that a very important question may receive some adequate discussion. We profess no more than to state our own difficulties. We shall be extremely grateful to any reader who will favour us with an interpretation of the Act's language, whereby it shall appear that the conveyance above supposed to be made is not effectual to convey the testator's lands, while yet the act done by the attorney shall be as valid as if the death of the donor of the power had not happened.

For we cannot deny that we think the conclusion above stated, if it is the correct one, will be of mischievous consequence. These irrevocable powers are not necessarily divulged to anybody, except the donees of them. An act done by the donee, in favour of a purchaser from himself, might be to the prejudice of a purchaser from the testator's devisee, who might have had no notice of the existence of the power. We fear that this presents some possible opening to fraud, upon which we forbear to enlarge. But the mere suggestion of such possibilities is a thing which the Act might prudently have forestalled.

Besides the difficulty which must inevitably be experienced in evading the precise words of the Act—if the above suggested interpretation is to be evaded—there is the further difficulty, that upon any other interpretation, it is not easy to see what would be the use of the above-cited sections. Commentators seem generally to have taken it for granted that they were distinctly intended to enable an attorney to convey lands, without regard to the question whether the donor of the power is dead or alive. This seems to be the opinion of Messrs. Wolstenholme and Turner. In the 3rd ed., p. 143, of their commentary, the following passage occurs:—"The main difficulty hitherto has been that, in order to make a complete title, it was necessary to ascertain that the principal was living when the transfer under the power was made. In order to avoid this, the only course was to make an actual transfer on trust for sale. If no sale was made, a re-transfer became necessary; thus, in the case of land, putting two deeds on the title." It would seem that these eminent authorities are unhesitatingly of opinion that lands may now be conveyed, under a power of attorney, notwithstanding the death of the donor of the power. And if this is not the true interpretation, the practical effect of the sections would seem to be very small. Even under the old law, courts of equity would give effect to *bonâ fide* dealings for valuable consideration with an attorney, which had been completed without notice of the death of the principal, or of the revocation of the power (Davidson's Precedents, 4th ed., vol. 1, p. 475). And the Trustee Relief Act, s. 26, protects all payments made to an attorney, without notice of such death or revocation. So that, if the interpretation above suggested is not accepted, the above-cited sections would seem to have done little more, than to enable certain things to be done in equity with notice, which could previously have been done without notice. It would hardly be worth while, in order to gain so trifling an advantage, to enact two lengthy provisions. If this was the object in view, it might have been attained much more briefly. To say that it might have been attained more clearly, would be to say nothing; for no more obscure method to attain this limited object could easily be imagined.

We hope that the result of our remarks may be that some light may be thrown upon the true meaning of the above-cited enactments. If the above-suggested interpretation should be the true one, we cannot but think that the Legislature acted with inconsiderate haste in enacting such provisions without taking precaution against their possible abuse. We think that such dangerous instruments ought not to have been let loose upon the world without public notice; and that, at least, the registration of irrevocable powers of attorney ought to have been made compulsory, instead of being left optional, as it is under section 48 of the Conveyancing Act, 1881.

The cause list at the Manchester Assizes is stated to be the lightest that has been known for many years. There are only two cases entered for trial by special juries, four by common juries, and eight for trial without a jury. Some of the cases entered have been settled out of court.

A NEW ADVENTURE IN LAW REPORTING.

A SPECIMEN weekly number of a new set of proposed weekly reports, to be called "The Times Law Reports," has, we believe, been lately forwarded to most members of the profession in London by way of advertisement. As the name indicates, the proposal is to publish weekly a selection from the legal reports of the *Times* newspaper for the week. The projectors state that it is thought that the publication of the reports in the form proposed will be of considerable utility to the legal profession generally, and that an expression of opinion to that effect has been obtained from certain specified barristers and firms of solicitors.

We cannot share this opinion, and we must say we are astonished to hear that it is entertained by some of those whose names are mentioned. In the nature of things, the character of the reports contained in a newspaper intended for the general public must be entirely different from that of those intended for the use of the legal profession. The newspaper reports cases on account of their popular interest, and dwells on the features of such cases that will interest the public, dealing but very imperfectly with the more technical matters that arise. Almost all cases that occur in the courts involving substantial legal questions of general public interest are matters of sufficient general notoriety, or are sufficiently brought to the notice of the lawyer, by the daily issues of the newspapers, to render such a publication as this useless, so far as they are concerned. The current questions of technical law and practice before the courts are the matters in respect of which the lawyer requires weekly reports, and these are not, in the nature of things, the matters that find their way into the daily newspapers.

We have looked through the specimen number of the proposed reports, which has been distributed among the profession. The reports affect the ordinary form of a law report, having catch words and a headnote; but in many cases the effect is almost a caricature as it appears to us; those who framed the so-called headnotes obviously either not understanding what the essentials of a headnote really are, or having had an impossible task to perform. That the profession may judge for themselves, let us take some instances. Here is one so-called headnote: "Negligence of railway company—Train starting before plaintiff alighted—Verdict for plaintiff for £300." There is no further head note but this, which rather suggests a short account by Mr. Alfred Jingle of the leading features of a trial. The facts set out in the report amount in substance to no more than is conveyed by the headnote. Particular facts are stated likely to interest the general public, such as that the plaintiff had undergone two operations under chloroform, and had lost three stones in weight, but we hardly think these details much add to the utility of the case to lawyers. Again, to take another headnote: "A servant in the employ of the railway company walked across the line in front of an engine, and the man was knocked down and killed. The jury found a verdict for £163. Held, that deceased's own act caused the accident, and that there being no case to go to the jury, the verdict could not stand." What proposition of law is this supposed to establish, and of what utility is the record of this case to lawyers? Again, another headnote: "Action for false imprisonment and malicious prosecution. No allegation in pleadings that a felony had been committed. Amendment allowed at conclusion of defendant's case. Verdict for plaintiff for one hundred guineas." Again, another: "The plaintiff bought a business for £600, upon the representation of the defendants that the profits and stock were of a certain value. It was proved that the defendants had misrepresented the value of the stock. Held, that the plaintiff was entitled to £150 as damages, and the bill of sale [what bill of sale?] must be cancelled as the consideration of [*sic*] the same was not truly stated." The style of this headnote recalls the "This Turk" of that inimitable masterpiece, the ballad of Lord Bateman, but what useful or novel proposition is supposed to be thereby set forth? Again, another—perhaps more curious—headnote: "Judgment—Misdirection.—Judgment must be given in accordance with the findings of a jury, and a complaint of misdirection is only ground for a new trial." This is indeed news to a lawyer. This last sally on the part of the reporter really made us doubt, for a moment, whether we could have read aright or were dreaming. Another specimen is as follows:—"The plaintiff had registered the design of a collar, which the defendants had infringed. The defendants contended that the design was neither new nor original, and asked that the register might be rectified by removing the design therefrom. Held, that the design was new and original, and that the plaintiff was entitled to an injunction to restrain the defendants from infringing his design." What proposition of law is this headnote supposed to embody? It would seem that the maker of these headnotes supposes that the function of a headnote is merely like that of the heading of a chapter. We looked at the body of the case, and found that it turned entirely on whether an improvement of the "Masher" collar, which consisted in cutting down the front by a curve on each side, so as to allow the chin to move freely in the open-

ing, amounted to a new and original design. This headnote, which contains no reference to section 47 of the Patents Act, 1883, may have some value to members of the very junior bar, but hardly in their professional capacity.

We do not say for a moment that the whole number is made up of such instances as these; there are short notes of some real points of law decided, but, for all that, we cannot see the use of this publication. We do not suppose that it would bring those points to the knowledge of anyone who would not have been otherwise informed of them. The truth is that, unless it supplies a real want, which, as we contend, it does not—there being already, if anything, a plethora of reports—a publication of this sort is likely to be the reverse of a blessing to the profession. It will constitute one more set of books that must be searched to make sure that all reported cases on a point have been exhausted.

It will be suggested, doubtless, that we take this view from interested motives. We cannot help that suggestion. This is a matter that concerns the profession of the law, and we have a right to express our opinion on it.

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

I. ORGANIZATION GENERALLY.

1. The Solicitor's Office.

The geographical situation of a solicitor's office is naturally more or less determined by the paramount consideration of facility of access for his clients. If his connection, for instance, lies among merchants in the city of London, he will, as a matter of course, plant himself in their midst. On the other hand, if he be of the family solicitor type, he will not attempt to put the country gentleman or the elderly lady who resorts to him for advice to the inconvenience of penetrating into the crowded mazes of the city in order to reach him. These are the merest truisms. But beyond them lie some few reflections as to the solicitor's office, applicable more particularly, perhaps, to those solicitors who do their work in towns, which may be deserving of a little consideration.

We are disposed to think that the importance of affording reasonable personal conveniences to clients does not always receive quite the attention it deserves. We live in days in which the solicitor has occasion, not only to study the law of England, but also, and at times somewhat ruefully, to direct his attention to the law of supply and demand. Competition has enormously increased upon him, and the man who desires legal advice is in nowise driven to turn his steps to the office of Mr. A. from lack of an alternative. The doors of all the other letters in the alphabet will be wide open to him. We do not wish to lay over-much stress on this, or to present it from too tradesman-like a point of view. The clients of our supposed Mr. A. may be faithfully attached to him by ties of many different kinds; a belief in his ability and experience may be strong enough to induce them to resort to him none the less for any minor inconveniences to which they may be subjected. We are only suggesting that the loyalty of clients is submitted, in some cases, to a rather severe strain by more or less preventible causes which it is not wise wholly to disregard.

Let us give a few illustrations of our meaning. When a client goes to see his solicitor otherwise than by special appointment, he exposes himself naturally to the risk that the latter may be engaged, in or out of his office, on other business. If the client is a busy man, and does not come from a great distance, he will probably 'call again,' otherwise, he will submit himself to the ordeal of waiting. In the latter case it may be presumed that he will prefer being comfortable, and will not consider a carpeted room, with some approximation to a window in it, a chair with four legs, and a newspaper of the day overpowering luxuries. But it is a matter of dry fact that he very often does not get them. The solicitor's waiting-room too frequently consists of a sort of pen railed off from the remainder of a clerk's office, the access of the sun's rays to it being dependent on the good will of a distant skylight; the wall discoloured with the dust and dirt of years, and garnished with a row of auctioneers' posters, once white, but now presenting various shades of brown and yellow, and having reference to sales most of which took place last year; the floor uncarpeted, but certainly stained—with ink; the furniture, a ricketty table, surmounted by a fearful and wonderful bottle of water, and a couple of chairs, whereof most of the stuffing has disappeared, and the remainder would be exposed to view if there were light enough to see it; and the available literature an A. B. C. Railway Guide and a directory. This is really no fancy picture. We testify from personal observation to its literal accuracy in many instances and to some one or more of its features in many more, and assert that it is the exception and not the rule for solicitors to pay any real regard to the comfort of their clients, to say nothing of the many other visitors who do not stand in that relation. Surely this matter is worth a little attention, and within the limits of what is possible and reasonable, and without running into the opposite extreme of wholly needless display, it is wise to bear in mind that clients often have to wait a long time, and are not likely to carry away a pleasant impression if they have spent what is at the best as irritating period of enforced idleness under such extremely unpleasant conditions.

Turning from the client to the solicitor himself, the same disregard of personal comfort is again very often displayed by the latter as to his own surroundings. No doubt this is a matter which concerns himself alone, and no doubt also human nature will accommodate itself to almost any external conditions, to the extent at all events of feeling no active resentment against them. But these seem to us to be very poor reasons for an educated gentleman's voluntarily spending the greater part of his working hours in a sort of legal pigstye. The work of a solicitor is full enough of worry and fatigue to mind and body in all conscience. Why should he, as he so frequently does, superadd to these a studied disregard of all that can contribute to soothe the nerves and rest the eyes and make his working life tolerable in its outward signs? We remember once hearing an eminent member of the bar say that a landscape picture which was hanging up in his chambers was a never-failing source of rest and relief to him when his mind was oppressed by troublesome or anxious work. The remark was possibly coloured with a tinge of exaggeration, and it is certainly not given to all of us to shake off mental worry or bodily fatigue with such a talisman. But none the less do we believe it to be true that the immediate surroundings of a man's daily life act and re-act on the tone of his mind; and that an uncarpeted floor, a barely-furnished room, insufficient space, a dirt-stained wall, the perpetual presence of a disordered mass of dusty papers, insufficiency of light, and total absence of everything that can please the eye—all or some of which characteristics may be observed any day in the office of many a solicitor—have more to answer for in the shape of flagging spirits and indifferent health than the occupant of that office has ever dreamt of. In expressing that opinion it must not be supposed that we are advocating the conversion of a solicitor's office into a picture gallery or a drawing-room, or suggesting anything so idle as that a solicitor, irrespective of the limits of his connection or means, ought to be able to provide himself with a handsome office and costly furniture. Money may, no doubt, be spent on such an object to any extent, but, except in the matter of cubic space, which means rent, it has comparatively little to do with most of the accessories which seem to us to be reasonably needful. In many offices the application of a very moderate quantity of paint, whitewash, and soap and water, a more habitual recourse to the domestic duster, a due regard to the maintenance of four legs and a seat for every chair, and a systematic arrangement of papers (of which we shall have more to say in another article) elsewhere than in a congested heap on the solicitor's own table, would effect a surprising revolution in point of cheerfulness and comfort. All else may be left without criticism to individual taste and means.

Nor should it be forgotten that a solicitor owes a heavy responsibility to those in his employment, which he ill discharges by neglecting such considerations as we have pointed out. It is painful sometimes to see young lads working day by day in crowded, ill-lighted, unhealthy rooms, with a result only too plainly written on their faces. We do not suggest for an instant that the interests of humanity are intentionally or deliberately neglected in this matter, but it is strange how the force of habit will blind us to many things which strike the outward observer as crying loudly for remedy.

The consideration of the requirements of a solicitor's office from the particular points of view which we have been presenting does not, however, quite exhaust the whole subject. No solicitor's office can be regarded as satisfactorily answering its purpose unless it is so arranged structurally as to allow of easy means of communication between the solicitor and his clerks, and of the safe keeping of valuable documents.

In the case of the young beginner, and of the older solicitor whose business is of modest dimensions, neither of these essentials of his office will cause very much difficulty. His clerks will probably be within only too easy reach, and a safe of modest size will answer his needs as to documents needing careful preservation. But to the solicitor in large practice it is not by any means easy to find quarters well adapted to the necessities of his position in either respect. The point to aim at in the matter of accommodation for clerks is, we think, expressed in the word centralisation. It is an intolerable nuisance to a busy principal to have to summon a clerk with whom he may often wish to communicate, from a room on a different floor to his own, or separated from it by a long passage. Such an arrangement has, moreover, the additional disadvantage of throwing temptation in the clerk's way to follow the example of the mice in the cat's absence. This inconvenience cannot be avoided in all cases, but it

should certainly never be courted needlessly by carelessness in the selection or internal arrangement of an office.

Finally, to the solicitor in large practice a well-built strong room, situated as near to the remainder of his office as circumstances will allow, is, we hold, a *sine qua non*. By no other means, consistently with anything like convenience of access, can he adequately secure the safety of title-deeds and other important documents of which he has accepted the temporary or permanent custody, on the faith of his taking proper care of them.

2.—The Solicitor's Law Library.

It would be the height of absurdity to expect to find any literal resemblance between the views and habits of different solicitors in the matter of the acquisition of law books for the purposes of professional practice. Their needs in this respect differ as widely as the poles. The solicitor whose practice is carried on in an agricultural district might as well purchase a Persian dictionary as a work on Marine Insurance or the Law of Shipping for any practical benefit that he is likely to gain from either of the latter. He will not see such an instrument as a charter-party once in ten years—perhaps not once in the whole of his professional lifetime—and the contract of affreightment will represent to him nothing but an echo, growing fainter and fainter as time passes on, of law connected with ships that he read something about when he was a student preparing for his final examination. Reverse the picture, and we find his London brother, speaking generally, as little practically concerned to possess any of the numerous treatises on the law relating to proceedings before justices of the peace, and as far from having any knowledge of that law beyond a cursory acquaintance with some of its barest rudiments. But, putting absolute similarity aside, as being alike needless and impossible, there remains a very practical field of inquiry to which we may usefully address ourselves in this article. How far should a solicitor possess himself of law books within the limits of the area over which his practice extends? The answer to this question will depend a good deal on particular circumstances. Thus a member of the Incorporated Law Society, whose office is within 'measurable distance' of the society's noble library, may confine his own acquisition of books within very modest limits without suffering any great inconvenience. This, relatively to the general body, may, however, be regarded as a small class. Again, the pocket has to be considered. Law books are expensive articles, and it is one thing to desire to have them and another to be in a position to gratify that desire. This, however, is a species of personal disability on which, however it may come home to individuals, we cannot usefully dwell, and it might, perhaps, be truly, though rather brutally, said of it that the solicitor who cannot find means to provide the weapons necessary (we are taking, of course, a large *datum* in that word "necessary") for the proper protection of his clients' interests ought not to enter the lists and undertake to defend them.

It is little short of amazing what small regard is paid by a large number of solicitors, who are not within immediate reach of a library, and are not restricted as to their pecuniary ability, to the matter of law books. Over and over again we have come across solicitors—and solicitors in good practice—whose book-shelves have been furnished with an incredibly meagre supply of books. A few text-books, so hopelessly out of date that the danger of relying on them far outweighs any gain to be derived from their perusal, one or two books of practice, also far behind the age, and that is all. Not a report, not a text-book brought down to a modern date, not even the public statutes of the realm! It may be said that if they are able to carry on a large practice with such a stock of books as we have described, no mischief is done—that the gap may be filled up with experience, shrewd common sense, knowledge of the world and of general principles of law, by recourse to the advice of counsel, and by borrowing any books they may have occasion to look into. We are very far from underrating any of these aids, but we cannot subscribe to the view that they atone for the absence of any pretence to a law library, which, be it specially remembered, must, in nine cases out of ten, mean also the absence of any sustained effort to read, mark, and digest the important amendments in the law which are constantly going on. The solicitor who manages to get along without books of reference would surely get along very much better with them, and his clients, in some instances at least, benefit thereby. Granted that it is not within his special province, generally speaking, to hunt up abstruse points of law, or determine the outcome of conflicting authorities, he nevertheless holds himself out to the world as a lawyer, a member of a learned profession. Is it then unreasonable to expect him to keep at hand the means of informing himself of current legislation, and, to some extent at least, of judicial decisions? The view which we are venturing to express is, we think, in harmony with that which is gradually becoming more and more adopted in the profession, but the state of things which we have described still exists largely, and we would gladly see more generally recognised the obligation which a solicitor owes to his clients, to himself, and to his profession not to carry on his business without making any effort to keep abreast of the ceaseless stream of legislation and judicial changes in the law, though he may indeed well grow tired of the task at times.

Let us now give what we conceive to be the answer to our question as to what books a solicitor ought to be possessed of. In the first place, we hold that no solicitor can properly carry on a practice, whether in town or country, of any description whatsoever without having at his elbow the Public Statutes from the commencement of the reign of William IV. or thereabouts. Next only in degree of importance we place the extreme desirability of subscribing to one or other of the current law reports. We cannot see how any solicitor can do his work intelligently without this assistance also.

So far—in our judgment at least—the path is clear. But when we pass from statute and report to Treatise we confess to feeling greater difficulty. Broadly speaking, law treatises may be said to fall under one or other of two classes—those of which the object is to comment upon a statute or group of statutes, and those which are devoted to some special branch of principle or practice comprehending perhaps a close consideration of one or more statutes, but not limited to particular legislation. Both of these classes share in common two great disadvantages from a purchaser's point of view. The first is, that, by reason of changes in the law, they will inevitably undergo, more or less rapidly according to circumstances, a process of deterioration in practical usefulness. A solicitor who has bought an expensive treatise can hardly be expected to behold with equanimity in a law bookseller's window, a couple of years afterwards, the spectacle of a later edition of the same work, nearly doubled in bulk, and advertised as containing all manner of improvements on its predecessor. The second disadvantage is, that the number of treatises, not only on different subjects, but on the same subject, almost defies a judicious selection within reasonable limits of trouble and expense. Every month that passes brings out its shower of bewildering publishers' announcements. We were told not long since, on what we believe to have been competent authority, that as many as twenty-six treatises on the recent Conveyancing Acts have been published.

The drawbacks which we have pointed out cannot be avoided. The solicitor must accept the situation and do the best he can, therein resembling a great many other people in a great many other situations. Let us try and point out his true course, taking separately each of the two classes into which we have ventured to divide law treatises.

First, as to treatises on particular statute law. The extent to which a solicitor should supply himself with these must depend a good deal on the character of his practice. If he has any considerable amount of bankruptcy work—we might, perhaps, say any at all—he should certainly have a standard work upon that branch of the law, embracing, in addition to comments on the principal Act in force, all the orders and rules of court issued under its authority, with the accompanying forms of proceedings and so forth. If he has much to do with joint-stock companies he will walk in very dangerous places indeed if he does not purchase unto himself a good treatise on the Companies Acts. If he have to do with the law administered by justices of the peace he will need to have frequent recourse to an exposition of the statutes affecting their jurisdiction, practice, and powers. In short, a solicitor should not attempt habitually to advise upon, or transact business arising in connection with, any particular class of legislative enactments without taking advantage of the fruits of the labours by which the treatise writer has brought the subject into a convenient and practical compass for reference and digestion.

Our second class of treatises—those relating to the principles or practice of law in a wider sense—may be sub-divided again into those two branches. Of works on the principles of law there are some of which it may be truly said, in language rather suggestive of a familiar form of advertisement, that no solicitor should be without them. For very obvious reasons of taste, we abstain from mentioning particular works, and prefer rather to illustrate our meaning by subjects. The Principles of Equity, the Law of Real Property generally, of Vendor and Purchaser, of Landlord and Tenant, of Contracts, of Torts, of Mortgages, of Partnership—these are instances of subjects in the very front rank of a solicitor's daily life, and on each and all he should possess a standard work of modern date. Descending to a group of particular subjects, to which the accidents of individual practice will more or less determine the absolute necessity of purchasing works dealing exclusively with them, we come to Bills of Exchange, Patents, Copyright, Shipping Law, Railways, Rating, Domicile, and many others. The gradations of practical importance are not easy always to determine; but our own view of the true guiding rule is that the general law should always take precedence of the particular law. Where, as is often the case, a well-known work, which has passed beyond the reach of criticism, deals at some length with a number of subjects, each of which, perhaps, forms also the subject of a separate treatise, the solicitor's purpose will generally be answered if he provides himself first with the single work, leaving it to the requirements of his practice to determine for him in course of time and opportunity whether to supplement that foundation by more extended

purchases of works relating to particular subjects upon which he may find the need of becoming more microscopically informed. Half-a-dozen standard works, covering the whole area of the principles of English law in a broad and general spirit, will be more useful to the average solicitor than six times the number of treatises embracing more minutely individual subjects dealt with in the more comprehensive books—always supposing the former to be flanked by the statutes and a set of reports.

Then, as to the other branch of our second division of treatises—works dealing with practice as distinguished from principle—we think that solicitors often put themselves and their clerks to great trouble and, what is very much to the point, waste of time by the insufficiency of their practice materials. We suspect that if many a solicitor's office were overhauled, it would be found that the works of practice in it relating to the superior courts date back to a period when the Judicature Acts and all their attendant train of orders and rules were not in existence. The result is, that if an application has to be made or met which has sprung into existence with the new practice, there is quite a flutter of agitation, and messages are despatched to Messrs. A. & B., who are known to have all the latest practice books, or to the offices of the High Court or the district registry, to find out all about the meaning or form of something which is expounded in a dozen different books. Economy—false, because to the professional man time and money are synonymes—may have something to do with this. Weariness of that perpetual learning and unlearning of practice, which is one of the plagues of a solicitor in this troubled period of legal history, may also constitute an excuse. But it seems to us to be indisputable that a solicitor should possess, for the use of himself and his clerks, modern books of practice and precedent, fitting the circumstances of his work in all its ordinary branches, and should superadd, in the case of contentious practice, a regular habit of procuring, and systematically preserving for easy reference, every order and rule of court by which the mode of conducting litigation is affected.

RECENT DECISIONS.

CONVEYANCING.

(*In re Monckton and Gilzean*, 32 W. R. 975.)

This case raised a rather singular point. Conditions of sale contained the usual provisions that all objections and requisitions should be sent in within fourteen days from the delivery of the abstract, and that if any objection or requisition should be insisted on, which the vendors should be unable or unwilling to comply with, they should be at liberty, by notice in writing, to rescind the contract. The deeds with which it was stipulated that the title should commence contained no reference to the land conveyed by them being subject to any restrictive covenants; but on the purchaser, after investigating and approving the title, sending a draft conveyance to the vendor's solicitors, they insisted on inserting therein an indemnity by the purchaser, or a statement that the property was sold subject to certain covenants, conditions, restrictions, and agreements contained in an indenture dated previously to the deeds with which, under the conditions of sale, the title was to commence. The purchaser's solicitor wrote to the vendor's solicitors for a copy of the deed alleged to contain the restrictive covenants, but they refused to comply, and gave notice of rescission of the contract, and returned the deposit. The purchaser's solicitors thereupon took out a summons under the Vendor and Purchaser Act, 1874, claiming to have a conveyance of the property as described in the contract of sale, on the title shown in the abstract. The question was whether, by asking for a copy of the earlier deed, the purchaser had made a requisition which entitled the vendors to rescind. The question seems to be hardly arguable. The purchaser raised no objection to the title on the ground of the existence of the restrictive covenants, which it is to be presumed would run with the land. All she asked was that she should see the nature of the covenants. Vice-Chancellor Bacon held that there was "no pretence that a requisition had been made," and directed a conveyance according to the purchaser's draft.

On Wednesday, in the Dublin Probate Court, a suit, in which the family of the late Mr. Dillon contest his will, was continued. A priest, the Rev. Nicholas C. Healy, was called as a witness to prove he attended the deceased as a clergyman, and did not believe him competent to make a will. The judge asked whether the offices the witness performed for the testator included the hearing of his confession. The Rev. Mr. Healy replied he would rather not answer the question, and persisted in his refusal. The judge said he would not press the question. He was not asking the witness what testator said in the confessional, and he never before heard a priest refuse to say whether a confession was made.

REVIEWS.

MORTGAGES.

A Treatise on the Law of Mortgage. By R. H. Coote, Esq., Barrister-at-Law. Fifth Edition. By W. Wyllys Mackeson, Esq., Q.C., and H. Arthur Smith, Esq., Barrister-at-Law. Two Vols. Stevens & Sons; H. Sweet; W. Maxwell & Son.

The authors have judiciously divided this book, the thickness of which in the last edition was somewhat excessive, into two volumes. In reviewing that edition, four years ago, we expressed our opinion that it constituted a complete, terse, and practical treatise for the modern lawyer; and subsequent use of the book in practice has not led us to alter that opinion. We have found it an eminently convenient book, in the sense of your being able to find what you want, clearly, and, above all, tersely stated. Of course there were defects, to some of which we drew attention in our review. The terseness at which the editor most laudably aimed occasionally involved some lack of detailed information, and, though rarely, some inaccuracies in the statement of propositions. In the portions of the new edition we have examined we find much improvement in this respect. The old terseness of statement is preserved, but more information is given. The book seems to have been revised with care, and the number of new cases which has been added is very great. On the points on which we have tested this edition, we have found the statements accurate and careful, and the authorities brought down to date. The changes made by the Conveyancing Acts; the Married Women's Property Act, 1882; the Bills of Sale Act, 1882; the Bankruptcy Act, 1883; and the new Rules of Court, have been incorporated, and the book constitutes an admirable practical treatise on its subject.

RATING.

Penfold on Rating. Seventh Edition. By Alex. Glen, Barrister-at-Law. Knight & Co.

The sixth edition of the late Mr. Penfold's very valuable "Practical Remarks on the Principles of Valuation for Purposes of Rating" appeared in 1879. Of the few cases which have occurred since that date, we have failed to find a reference to *Chorlton-upon-Medlock* v. *Chorlton Guardians* (51 L. J. Q. B. 458, reported in 1882), and *Mayor of Peterborough* v. *Stamford Union* (31 W. R. 949, reported in 1883). There have, as far as we know, been no railway rating decisions by the High Court since 1879, but, considering the difficulty and importance of the case law, we hoped to have found some editorial remarks at the close of the chapter devoted to "the valuation of railways and canals," and we are surprised to find no reference to the power of the Railway Commissioners to hear railway and canal rating appeals by consent of parties, or to the reported cases (see 2 Nev. & Mac. 53, 240), in which they have in fact—prior to 1879, no doubt—heard such appeals. A criticism by Mr. Marshall, a former editor, on the unsatisfactory state of the law of railway rating, is also omitted. Mr. Glen has, however, greatly enhanced the value of the book by dividing the text into chapters, and by collecting the statutes in an appendix, very properly omitting a tabular statement which the former editors had prepared to show the difference between the law for the metropolis and the law for the other parts of England. The index, which is the work of Mr. Gordon, is exceptionally good. Former editions had none. On the whole, therefore, we have a greatly improved book, though perhaps not quite so much improved as it might have been.

ARBITRATION.

A Concise Treatise on the Law of Arbitrations and Awards. By J. H. Redman, Barrister-at-Law. Second Edition. Butterworths.

The second edition of this useful work, which was first published in 1872, is fully up to the standard of the first, being carefully and accurately brought up to date, that date being, however, rather unfortunately, July, 1884, so that the important sections of the recent Judicature Act which affect the subject have not been incorporated in the text. Mr. Redman's prophetic eye, however, enabled him not only to foresee that they would pass, but correctly to estimate their effect in his preface. The only faults of detail we have to find are that we fin no comment upon the curiously conflicting cases of *Clow* v. *Harper* (L. R. 3 Ex. D. 148) and *Ward* v. *Pilley* (L. R. 5 Q. B. D. 427) beyond a statement of the effect of the cases, and a remark that the question raised "is not free from doubt in the present state of the authorities;" and that, in dealing with R. S. C. 1883, ord. 64, r. 14 there is no reference to *Christ's College* v. *Martin* (L. R. 3 Q. B. D. 28), which disclosed in 1877 the inconvenience which was not cured till 1883 by that rule. However, the book, as we have said, continues to be an extremely good one, and we would direct parti-

cular attention to the full and excellent collection of precedents, which are seventy-three in number.

APPEALS FROM JUSTICES.

APPEALS FROM THE CONVICTIONS AND ORDERS OF JUSTICES. By J. G. TROTTER, Assistant Clerk to the Justices, Guildhall, London. William Clowes & Sons, Limited.

We approach the review of this book with some regret. What was once the main difficulty of the subject—the discrepancy of procedure on appeal under the pre-1879 statutes and the post-1879 statutes, has been carefully grappled with, and the tabular statement prepared by the author would have been invaluable in connection with it, if it had not been for the unfortunate fact that the difficulty itself has been removed by the Summary Jurisdiction Act, 1884, which established uniformity of procedure some three months after the date of Mr. Trotter's preface. We have tested the part of the book which deals with appeals by case, and found it to be somewhat deficient in the cross-references, but all the cases we have looked for in connection with this and other branches of the subject appear to have been inserted, and their effect is accurately given.

EQUITY.

THE PRINCIPLES OF EQUITY, INTENDED FOR THE USE OF STUDENTS AND THE PROFESSION. By EDMUND H. T. SNELL, Barrister-at-Law. SEVENTH EDITION. By ARCHIBALD BROWN, Barrister-at-Law. Stevens & Haynes.

We need not do more than call attention to the new edition of this well-known text-book. The recent important cases appear to have been added, and Mr. Brown has remodelled his "Epitome of Equity Practice"; and has adapted it to the new rules, and has added a very elaborate index.

CORRESPONDENCE.

THE RULE IN *RE BELLAMY*.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Your correspondents who write from Gray's-inn are by no means singular in feeling very serious difficulty as to the extent of the rule of practice established by the decision in *Re Bellamy*, to which Mr. Justice Kay's decision in *Re Flower* is, I take it, only a corollary.

If the judges of the Court of Appeal had enunciated some distinct principle of law; had they, for instance, laid down that, inasmuch as a trustee cannot delegate his authorities and duties, payment of purchase-moneys to an agent for trustees is not equivalent to a payment to the trustees themselves; and that, in case of any misappropriation of the money, the person making the payment to an agent for trustees, no matter under what authority, must pay the money again—had they established such a rule, we should have had some starting-point.

But the judgment in *Re Bellamy* says nothing of the sort. Lord Justice Cotton says:—"As a general rule, I think it may be safely laid down that it is [the trustee's] duty not to authorize or delegate to an agent or solicitor the power to receive [purchase] money." And, a little lower down, the same learned judge says:—"Assuming there may be circumstances where the trustees would be justified in authorizing the solicitor to receive the purchase-money, it is not said in section 56 that the purchaser shall be bound to pay in that way. . . . The purchaser has a right to say, 'I may be safe, . . . but I will be prudent and cautious, and I require payment of the moneys to the trustees, or to the joint account with their bankers designated by them.'"

Is it profane, Sir, to say that this judgment reminds me of a very ancient decision—one given so long ago as in the days in which the seven wise men flourished in Greece—when the great dispute between the fishermen and the fish merchants, as to the ownership of the golden tripod, was referred to Apollo; and the parties, having undertaken a journey to Delphi, received as answer from the oracle:—

Ἐγγύς Μιλήτου, τρίποδος πέρι Φοῖβον ἐρωτᾷς;
Ὃς σοφίῃ πάντων πρῶτος, τούτῳ τρίποδα δός.

I suppose we are to understand that the prudent and cautious purchaser who pays his purchase-money to the bank will be safe; but it is noticeable that the judges do not say he will be. Lord Justice Cotton, with more than Delphic caution, puts a phrase into the prudent purchaser's mouth: "I will not specifically perform until I am made safe from any future question by your allowing me to pay," &c.; but he does not say that the prudent gentleman's confidence in his safety after taking this precaution is well founded. It might have occurred to some of us that a banker is an agent just as much as a solicitor is one, and that, on principle, the purchaser must be liable for any misappropriation by the banker in the same way as he would be for a solicitor. If this be so, the purchaser must have a voice in the selection of the banker, and—but the prospect is too awful to contemplate.

To turn to the question your correspondents ask—If a sale be made by three mortgagees acting under a power of sale, but the purchaser has no notice that the mortgage-money was trust-money (unless the usual declaration in the mortgage that the money belongs to the mortgagees on a joint account is such notice), does the rule in *Re Bellamy* apply?

In the first place, may not the rule be held to apply to every sale by a mortgagee under a power of sale, on the ground that the mortgagee so selling occupies a fiduciary position as regards the balance of the purchase-money remaining after payment of the sum due to him? But, apart from this, the question will arise under many different circumstances, as when part of the purchase-money is payable to mortgagees who concur in a sale, and it is a point which ought to be decided. Will not, however, the answer depend upon the reply to be given to another question—Has the purchaser notice, express or constructive, that the money he is paying is trust-money? and this, again, gives rise to another—What will amount to such constructive notice?

In the old days, before Lord St. Leonards' Act, the rule that persons paying money to trustees were responsible for its due application may be said, I think, to have been unquestioned—except, of course, where the trustees had an express authority to give receipts. But I never heard that the fact that mortgage or other moneys were expressed to be paid to mortgagees or similar persons on a joint account, without anything more, was constructive notice that they were trust-moneys. Where a mortgage or transfer contained any notice that the mortgagees or transferees were trustees—as, for example, when mortgage debts were transferred by separate deeds to the trustees of a marriage settlement to be held upon the trusts of the settlement—the usual trustee's receipt clause was inserted. But who ever saw one in a mortgage to joint mortgagees, either in a book of precedents or in actual practice, or who, when purchasing from joint mortgagees under a power of sale, or on paying them moneys if they concurred in a conveyance, asked for evidence of the due application of these moneys? A mortgagee selling under a power of sale had, like any other trustee, in the absence of a power to give receipts, to satisfy the purchaser as to the due application of the purchase-money, or, at all events, of the surplus, after paying his mortgage debt; but that the mere fact of money being due to persons on a joint account is constructive notice of a trust, has never, I believe, heretofore been suggested.

What may be the law in these days of the simplification of all things, when John Doe and Richard Roe having been gathered to their fathers, and THE PRUDENT PURCHASER reigns in their stead, it would be difficult for me to guess; but, for the reasons I have mentioned, I venture to suggest that there is some limit to the application even of the rule in *Re Bellamy*.

H.

Hereford, Nov. 3.

THE INCORPORATED LAW SOCIETY'S CALENDAR.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Following up my letter to you of last week, I proceed to point out the other defect in both the Calendar and the Law List, and to indicate its effective and costless remedy, so as thereby the more nearly to make the Calendar the complete and trustworthy law directory which Mr. Lake's resolution indicates.

I refer to the adoption in both publications, where a solicitor describes himself as practising at more places than one, of a method of indicating which of such several places is his headquarters where he is daily to be met with, or where he has an office and clerk in daily attendance. In my Bath paper last year I instanced the case of a solicitor described in both publications as practising at seven different places, and which is repeated again in both publications this year. Upon the remedy I suggest, I cannot do better than repeat what I wrote last year:—"The remedy I propose is, that in the slip or application form used on applying for the renewal of the annual certificate, the solicitor or his London agent, where more than one address is given, should expressly state which is his principal place of business, and whether he has a permanent office or clerk at each of the other places named, or whether he only occasionally attends at such other places, and that the result should appear in the Law List and Calendar by such subsidiary or other places being printed in italics or other differential type, so that it may be seen at once where a solicitor giving more addresses than one is likely to be found if needed at short notice."

Two questions would bring out the necessary information, the one, Where do you practise?—if at more places than one, Have you an office at each place, and do you or your partners or partner (if any), or clerk attend there *daily*?—the place or places thus named being printed in Roman type. The other question being, At what other place or places (if any) do you practise, but only periodically or occasionally attend at, such as on market days, petty sessions, &c.?—such place or places being printed in italics or other distinctive type. The convenience of such a distinction to a solicitor at a distance, wanting a matter of business attended to at once at one of the places named, and not knowing whether a solicitor whose name appeared in the List as practising there would be likely to be so found there, is too obvious to be further dwelt on. It would also tend to distinguish in cases where solicitors describe themselves as practising both at their offices in town, where they are to be found all day, and at their private residences in the suburbs or elsewhere, where they have no offices, and where they are to be found only at breakfast-time in the morning, and at and after dinner-time in the evening. I instanced the case of a large city I am acquainted with, where no less than twenty-eight of the solicitors practising there describe themselves in both the Calendar and the Law List as practising also in its chief fashionable suburb, and yet, to my certain knowledge, no one of them has an office or clerk at the latter place, or exhibits on his garden-gate or front door a brass plate that he, as a *solicitor*, practises there.

It is not too late to improve next year's number of the Calendar in this latter particular, but the subject of my former letter must take further time, though it need not necessarily be delayed beyond next year if the council of the society heartily take the matter up in the words of Mr. Lake's resolution referred to, so "that the publication of the Calendar be in the interests of the society continued, and made a complete and trustworthy law directory . . . and a generally appreciated book of reference." JOHN MILLER.

Bristol, November 3.

*** By a printer's error, the word "pages" appeared in the eighth line of our correspondent's letter last week, instead of "places."

COSTS OF PRODUCTION OF TITLE DEEDS IN POSSESSION OF THE VENDOR'S MORTGAGEE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In the communication from your correspondent which appeared in your last week's issue on the important question whether, under section 3, sub-section 6, of the Conveyancing Act, 1881, the costs of production of title deeds in the possession of the vendor's mortgagee must be borne by the purchaser, it is suggested that, where the vendor has contracted to sell the unincumbered fee simple, he may be required to obtain (before the completion of the purchase), a reconveyance from the mortgagee, in order to complete the title to the property, and that he may then be compelled to produce, at his own expense, the title deeds, possession of which he would, of course, have obtained on the reconveyance of the property. Supposing this view of the vendor's obligations to be correct, the costs of producing title deeds which, at the time of the contract, are in the possession of a mortgagee of the property, must be borne by the vendor in all cases where the deeds relate only to the property sold, so that, in such cases, the clause of the Conveyancing Act above referred to (and the common form of condition which is superseded by that clause) would have no application. I venture to think, however, that this view is based upon an erroneous notion of the extent of the vendor's obligation to complete his title prior to the completion of the purchase. It is settled law that, although a vendor can only show a title subject to mortgages—in other words, a title in an equity of redemption—this is a good title to the unincumbered fee simple, if it appear that the mortgagee can be compelled to receive his money and join in a conveyance (see Sug. V. & P. ch. 11, s. 3). Hence the purchaser may be compelled to accept the title before the mortgage has been got in, and he will consequently be obliged (unless he accept the title without investigation) to inspect the deeds while they remain in the mortgagee's possession. And his he must clearly do at his own expense under the Act; for until the mortgage has been got in the vendor has, of course, no right to the possession of the title deeds.

The Act seems to throw the costs of the production on the purchaser in every case where the vendor has not either the actual possession of the deeds or a right to the immediate possession of them. This, indeed, appears to be the effect of the decision in *Johnson* v. *Trustam*, reported [and noticed] by you last week. Whether the rule is just and reasonable is another question; it is to be observed, however, that the words of the Act are substantially the same as the clause which and been adopted in practice, and generally inserted in the conditions on sales by auction long before the Act was passed.

CONVEYANCER.

CROSSED CHEQUES ACT, 1876.—EXECUTION AGAINST PARTNERS. [R. S. C., 1883, ORD. XLII., R. 10.

[*To the Editor of the Solicitors' Journal.*]

Sir,—If a cheque is received by a person, made payable to his order and crossed "and Co., not negotiable," must it be cleared by his bankers, or can it be passed by him to another person and be realized by the bankers of the latter? What is the purpose of section 12 of 39 & 40 Vict. c. 81?

In the case of a judgment signed against a firm in the partnership name, the writ having been served on one of several partners, is it competent to the other partners, on an application to issue execution against them, to show that, as between the plaintiff and the partner served, the latter was alone liable for the debt, or is the issue limited to the question whether the parties were partners in the firm when the debt was contracted? T. C. S.

[Upon the first point see observations under head of "Current Topics."—ED. *S. J.*]

CASES OF THE WEEK.

HOUSE OF LORDS.

HUSBAND AND WIFE — SEPARATE USE — SETTLEMENT — EXCEPTION—JEWELLERY—MARRIED WOMEN'S PROPERTY ACT, 1870 (33 & 34 Vict. c. 93), s. 12.—In the House of Lords on the 4th inst., the appeal in *Williams* v. *Mercier* was heard and decided. This was an interpleader issue to determine the right to certain jewellery in the possession of the wife of the appellant, Mr. Williams. Madame Mercier, to whom the respondent was executrix, had obtained a judgment against Mrs. Williams for goods supplied to her before marriage (the husband not being joined as a defendant), and had seized the jewellery in question under the execution. The jewellery consisted of presents which had been given to Mrs. Williams before her marriage, and by an ante-nuptial settlement it was agreed and declared that all real and personal property to which the wife, or the husband in her right, during the intended coverture, should "become entitled, whether in possession, reversion, or otherwise, except jewels, trinkets, ornaments of the person, plate, linen, . . . and articles of the like nature, which it is hereby declared shall belong" to the wife "for her separate use," and except any legacy acquired at one and the same time not exceeding £300, should be assured and transferred to or otherwise vested in the trustees of the settlement. The interpleader issue was tried before Lord Coleridge, C.J., who directed the jury that the jewellery was the property of the husband, and a verdict was entered for the plaintiff. A rule *nisi* was obtained for a new trial, but was discharged, the Divisional Court being divided in opinion. The defendant appealed, and the Court of Appeal (Jessel, M.R., and Lindley, L.J.) entered judgment for the defendant, holding that, upon the proper construction of the settlement, the jewellery was the separate property of the wife, and was, therefore, liable to satisfy her debts under section 12 of the Married Women's Property Act, 1870 (30 W. R. 720, L. R. 9 Q. B. D. 337). Mr. Williams appealed to the House of Lords, and, in support of the appeal, it was contended that the jewellery had, upon the marriage, vested in the husband as his absolute property, and did not belong to the wife for her separate use, and that, upon the true construction of the settlement, the property in the jewellery was not affected thereby, and the husband had, at least, taken it as a trustee for the wife. The Earl of SELBORNE, C., without calling upon the respondent's counsel, expressed his concurrence with the decision of the Court of Appeal. The settlement must be looked at as a whole, so as to ascertain what was the intention of the parties. It certainly appeared to have been their desire to except from the trusts of the settlement all the property possessed by the wife at the time of the marriage. The lady's jewels were specially mentioned in the instrument, and must be taken to be exempt from the husband's control and from the trusts of the settlement, and to be "separate property" within section 12 of the Married Women's Property Act, 1870, and, as such, liable to be taken in execution to satisfy an ante-nuptial debt of the wife. Lords BLACKBURN, BRAMWELL, and FITZGERALD concurred, and the appeal was dismissed, with costs.—COUNSEL, *Sir H. S. Giffard*, Q.C., and *Chester*; *Warmington*, Q.C., and *Crump*. SOLICITORS, *Griffinhoofe & Brewster*; *Lewis & Lewis*.

COURT OF APPEAL.

PRACTICE—LUNATIC TRUSTEE—APPOINTMENT OF NEW TRUSTEE—PETITION FOR VESTING ORDER UNDER TRUSTEE ACT, 1850—SERVICE ON COMMITTEE.—In a case of *In re McGowan*, before the Court of Lunacy on the 1st inst., a question was raised as to the service of a petition under the Trustee Act for a vesting order on the appointment of a new trustee of a will in the place of a lunatic trustee so found by inquisition. A new trustee had been appointed under a power in the will, and the petition asked only for a vesting order. On the opening of the petition the court suggested that the petition ought to have been served on the committee of the lunatic, because the lunatic might have some claim for costs out of the trust estate. The court said that the registrar in lunacy informed them that the practice in such cases was to serve the committee. The petitioner's counsel referred to *In re East* (L. R. 8 Ch. 735) and *In re Grees*

(L. R. 10 Ch. 272) as authorities for a contrary practice. The court (BAGGALLAY, BOWEN, and FRY, L.JJ.), however, said that in those cases the lunatic trustee had not been so found by inquisition, and, therefore, there was no committee to serve. The petitioner's counsel urged that the property was a very small one, and that the continuing trustee had always been the acting trustee. Ultimately the court said that under the special circumstances of the case they would not require the committee to be served.—COUNSEL, *Bardswell*. SOLICITORS, *J. J. & C. Allen*.

BANKRUPTCY PETITION—SIGNATURE BY ATTORNEY—BANKRUPTCY RULES, 1883, R. 125—BANKRUPTCY FORMS, 1883, No. 10.—In a case of *Ex parte Wallace*, before the Court of Appeal on the 31st ult., the question arose whether a bankruptcy petition presented by a creditor can be signed on his behalf by an attorney. The petition was presented by W. Richards, of Prince Edward Island. It was signed "W. Richards by his attorney, T. P. Richards," the signature being attested by a witness, and the attestation clause contained these words, "Signed by the petitioner by his attorney, T. P. Richards, in my presence." T. P. Richards held a power of attorney from W. Richards, dated the 8th of February, 1879, which (*inter alia*) empowered him, on behalf of W. Richards, "to commence and carry on, or to defend, at law or in equity, all actions, suits, or other proceedings touching anything in which I or my ships, or other personal estate, may be in any wise concerned." Rule 125 of the Bankruptcy Rules of 1883 provides that a creditor's bankruptcy petition shall be in the form No. 10 given in the appendix, with such variations as circumstances may require. The form No. 10 provides that the petition shall be signed by the petitioner, and the attestation clause contains the words, "Signed by *the petitioner* in my presence." The appeal was by the debtor from a receiving order made on the hearing of the petition by Mr. Registrar Brougham. One of the objections raised to the validity of the order was that the petition could not in any case be signed by an attorney on behalf of the petitioner, and that, even if it could, the power of attorney in the present case did not authorize the attorney to sign a bankruptcy petition on behalf of his principal. The Court of Appeal (BAGGALLAY, BOWEN, and FRY, L.JJ.) affirmed the order. BAGGALLAY, L.J., said that he entertained no doubt whatever that the signature of the petition by the petitioner's attorney was a sufficient signature, provided that the power of attorney authorized the attorney to sign. His lordship was satisfied that the words of the power in the present case were sufficient to authorize T. P. Richards to sign the petition on behalf of W. Richards. The power of an attorney to act on behalf of his principal in bankruptcy matters had been undisputed ever since the decision of the Court of Appeal in *Ex parte Frampton* (1 D. F. & J. 263) twenty-five years ago. The present case would, no doubt, carry the principle one step further. In *Ex parte Frampton* it was held that the attorney was authorized to do an act (to instruct a solicitor to show cause against an adjudication of bankruptcy) on behalf of the principal. In the present case the court was deciding that the attorney was empowered to sign a document on behalf of his principal. But the signature was essential to the doing of the act—the commencing of a proceeding touching something in which the principal or his personal estate was concerned—which was authorized. BOWEN, L.J., could not entertain any doubt that Baggallay, L.J., was right in the view which he had expressed. The power was wide enough in its terms to authorize the attorney to commence proceedings in bankruptcy on behalf of his principal by signing a petition. FRY, L.J., entirely concurred.—COUNSEL, *F. Cooper Willis; R. Vaughan Williams*. SOLICITORS, *J. T. Watson; Hollams, Son, & Coward*.

BANKRUPTCY APPEAL FROM COUNTY COURT—APPLICATION FOR LEAVE TO APPEAL—47 & 48 VICT. C. 9, S. 2.—In a case of *Ex parte Nickoll*, before the Court of Appeal on the 31st ult., a question was raised as to the validity of an order made by a divisional court of the Queen's Bench Division, giving leave in a bankruptcy matter to appeal to the Court of Appeal. The Bankruptcy Appeals (County Courts) Act, 1884 (47 & 48 Vict. c. 9), provides, by section 2, that "an appeal shall lie in bankruptcy matters, at the instance of any person aggrieved, from the order of a county court to a divisional court of the High Court of Justice, of which the judge to whom bankruptcy business shall for the time being be assigned shall for the purpose of hearing such appeal be a member. The decision of such divisional court upon any such appeal shall be final and conclusive, unless in any case it shall seem fit to the said Divisional Court or to the Court of Appeal to give special leave to appeal therefrom to her Majesty's Court of Appeal, whose decision in such case shall be final and conclusive." In the present case an appeal was brought from a decision of a county court, and was heard by a divisional court (Mathew and Cave, JJ.), who dismissed the appeal (L. R. 13 Q. B. D. 469, 28 SOLICITORS' JOURNAL, 617). Cave, J., was the judge to whom bankruptcy business was for the time being assigned. Shortly afterwards the appellant applied to the Court of Appeal for leave to appeal. The court held that the application ought to be made in the first instance to a divisional court. The appellant then applied *ex parte* to a divisional court, consisting of Cave and A. L. Smith, JJ., who gave leave to appeal. On the opening of the appeal before the Court of Appeal the respondent's counsel objected that the application for leave to appeal ought to have been made on motion, not *ex parte*; and that it should have been made to a court consisting of the same judges who had heard the case. The Court of Appeal (BAGGALLAY, BOWEN, and FRY, L.JJ.), without deciding the points, said that, Cave, J., being of opinion that an appeal ought to be allowed, they should not be ready to permit any technical difficulty to stand in the way, and they would, if necessary, themselves give leave to appeal. And they said that, though the time within which such an application ought to be made was not fixed by any rule, the proper course was to make it to the Divisional Court immediately after the decision from which it was desired to appeal, when the facts were fresh in the minds of the judges.—COUNSEL, *Cohen*, Q.C., and *English Harrison; Winslow*, Q.C., and *Yate Lee*. SOLICITORS, *Mercer & Mercer; Waterhouse, Winterbotham, & Harrison*.

BILL OF SALE—ASSIGNMENT OF FUTURE CHATTELS—RIGHT OF BILL OF SALE HOLDER AGAINST PLEDGEE OF AFTER-ACQUIRED CHATTELS—JUDICATURE ACT, 1873, S. 25, SUB-SECTION 11.—In the case of *Joseph* v. *Lyons*, in the Court of Appeal No. 1, on the 31st ult., the question was as to the right of the plaintiff, the holder of a bill of sale of future chattels, as against the defendant, a pledgee of chattels acquired subsequent to and comprised in the bill of sale. By a duly-registered bill of sale, dated the 3rd of February, 1881, one F. Manning assigned by way of security to the plaintiff his goodwill and interest in the business of a goldsmith carried on by him at No. 64, High-street, Worcester, and also the stock-in-trade in or about or belonging to the premises, and also the stock-in-trade which should at any time during the continuance of the security be brought into the premises, in addition to or substitution for the stock-in-trade then being on or belonging thereto. It was provided that Manning should not remove the chattels from the premises without the consent of the plaintiff. The deed also contained a declaration that all future property thereinbefore assigned should be subject to the security thereby made, and the powers and covenants and provisions thereinbefore contained, although the same might not be capable of passing at law by the assignment thereinbefore contained. The defendant, a pawnbroker, in the ordinary course of business, and without actual notice of the bill of sale, received in pledge from Manning certain jewellery which had been brought on to his business premises as stock-in-trade subsequently to the bill of sale. The plaintiff sued the defendant in detinue and trover for the goods or their value. At the trial before Huddleston, B., at Gloucester, judgment was given for the plaintiff for £171, to be reduced to 1s. on the goods being restored. The defendant appealed. On appeal, it was argued for the appellant that the plaintiff could not maintain trover, as he had no right to the immediate possession of the goods, but merely an equity, but that the better title was in the defendant, who, in the ordinary course of business and without notice of the equity, had received the chattels from Manning, who had the legal ownership. It was also argued that the transaction was protected, on the ground that Manning was an agent for sale within the meaning of 5 & 6 Vict. c. 39. For the plaintiff it was argued that the bill of sale amounted to a contract that he should have a legal title in the goods from the time they were brought on to the premises, by analogy to the passing of property by appropriation, in pursuance of a contract for the sale of unspecific goods; also that, even if the plaintiff's title was equitable, yet that ought to prevail under section 25, sub-section 12, of the Judicature Act. It was also urged, though no fraud could be imputed to the defendant, still he had constructive notice of the plaintiff's title, for the fact of a dealer pledging his stock-in-trade should have led him to make inquiries which must have resulted in the discovery of the bill of sale. The court (BRETT, M.R., COTTON and LINDLEY, L.JJ.) allowed the appeal. BRETT, M.R., said that, for a long series of years, the common law courts had held that an assignment of chattels to be afterwards acquired did not pass the legal property even when the chattels had been brought on to the premises. The equity courts held that, in such a case, the assignee had an equitable interest in the goods when they were on the premises. Therefore the plaintiff had only an equitable interest in the goods at the time of the pledge. The legal property was in Manning, and the defendant, as pledgee, had a legal right to be enforced by legal remedies. The plaintiff, therefore, could not maintain the legal remedy of trover or detinue against the defendant. Manning was not an agent for sale within the meaning of the Factors Act, for he was to sell for himself and not for a principal. There was no ground for saying that the defendant was not a *bonâ fide* purchaser. The plaintiff, therefore, failed because the defendant had a superior right. COTTON, L.J., said that the Judicature Acts had not swept away such distinctions as that which existed between the common law and equity courts as to the effect of an assignment of future property. The primary object of the Judicature Acts was to enable all courts to recognize all remedies, whether legal or equitable, but not to treat such rights as the same. Section 25, sub-section 11, of the Act of 1873 was not intended to alter the effect in law of an assignment as it previously stood, and to say that an assignment previously inoperative at law should be held to be operative. LINDLEY, L.J., was of the same opinion.—COUNSEL, *Jelf*, Q.C., and *Clay; A. T. Lawrence* and *Darling*. SOLICITORS, *D. W. Pearse*, for *R. S. Parr*, Birmingham; *C. C. Ellis, Munday, & Co.*, for *W. Lambert*, Great Malvern.

HIGH COURT OF JUSTICE.

PARTITION ACTION—COSTS—CONTEST BETWEEN PERSONS INTERESTED IN ONE SHARE.—In a case of *Jennings* v. *Foster*, before Pearson, J., on the 30th ult., a question arose as to the costs of an application in a partition action. The property had been given by a testator between two families named Jennings and Foster. Judgment was pronounced at the trial, directing the usual inquiries, and a sale, in case it should be found that all the parties interested were before the court. Before the chief clerk had made his certificate, a summons was taken out by one of the defendants (the members of the Foster family) to determine their rights *inter se*, and the question arose how the costs of this application were to be borne. PEARSON, J., held that the costs must be borne by the Foster share exclusively.—COUNSEL, *Farwell; Bardswell; Bramwell Davis; F. C. Wright*. SOLICITORS, *Lee, Ockerby, & Everington; Jaques & Co.*

TIMBER—REAL AND PERSONAL REPRESENTATIVES—TREES BLOWN DOWN BY WIND—RIGHT TO PROCEEDS OF SALE.—In a case of *Swinburne* v. *Ainslie*, before Pearson, J., on the 30th ult., a question arose as to the right, as between the real and personal representatives of a testator, to the proceeds of the sale of a large number of trees, which, at the time of his death, were lying more or less uprooted on some estates belonging to him, in consequence of some heavy storms. The question, which arose between the persons entitled under the limitations of the testator's will as to his real estate and his residuary legatees, was whether the trees in their present condition were part of the freehold, or were to be considered as personal property in the same way as if they had been actually severed by being felled by the order of the testator himself during his lifetime. The estates consisted, to a great extent, of larch plantations. Without taking into account trees of immature growth, about 2,000 trees had been blown down, the value of which was estimated at about £3,500, and the smaller trees were also worth a considerable sum. The evidence of surveyors showed that when larch trees, which have no tap root, are blown over, the connection with the ground by their roots is more or less retained, and they continue to live with more or less vigour of growth for one, two, three, or more years, according to the extent of the root left in the ground and the nature of the ground, while some trees would be thrown over only to such an extent that it would not be necessary to remove them for their own sakes, but only with a view to the proper cultivation of the plantation, and encouraging the growth of the other trees and the prevention of undue injury to the herbage. In consequence of the havoc which had taken place among the trees, the ordinary income of the estates derived from the usual thinning of the smaller trees and cutting of a proper proportion of the larger ones would be greatly diminished, if not lost, for several years, and a large immediate outlay ought to be incurred in planting, if the plantations were to be properly kept up. On behalf of the residuary legatees it was argued that the trees which it was necessary to remove had been practically severed from the land, and were the personal property of the testator. On behalf of the first tenant for life under the will and the tenant in tail in remainder, it was contended that, until actual severance had taken place, the trees were part of the estate, and belonged to the devisees. PEARSON, J., was of opinion that such trees as could only live for a few years without any profitable growth, or could not live as ordinary growing trees, were in the same position as if they had been felled, and were personal estate; but that such trees as would only have to be removed for the benefit of the other trees and the pasture belonged to the inheritance; and an order was made referring it to a surveyor, as a special referee, to report to the court what proportion of the trees were so blown down that they could not as such trees ordinarily grow; that the trees should be sold, and the residuary legatees take such a part of the purchase-money as should be proportionate to the number of trees so blown down; and that the rest of the purchase-money should go to the tenant for life.—COUNSEL, *Cookson*, Q.C., and *Ribton*; *Cozens-Hardy*, Q.C., and *Pauli*; *Wolstenholme*. SOLICITORS, *Mills, Dawson, & Co.*

R. S. C., 1883, ORD. 11, R. 1 (*g.*)—PRACTICE—SERVICE OUT OF JURISDICTION.—In a case of *The Yorkshire Tannery Company* v. *The Eglinton Chemical Company*, before Pearson, J., on the 31st ult., a question arose as to service out of the jurisdiction. The plaintiffs were a company carrying on business in England and domiciled there. The principal defendants were a Scotch company, their registered office being in Glasgow. They had no office or agency in England. The other defendant resided within the jurisdiction. The plaintiffs by their writ claimed to have a licence to use a patent, which had been granted to them by the defendant company, set aside, and to have a premium which they had paid returned. They also claimed relief against the other defendant. On the 16th of October the Vacation Judge gave leave to the plaintiffs to issue the writ and to serve it on the defendant company in Scotland. The other defendant had not, at the time, been served with the writ. The defendant company applied to Pearson, J., to set aside this order for irregularity, on the ground that rule 1 (*g.*) of order 11 did not apply. That rule provides that "service out of the jurisdiction of a writ of summons may be allowed by the court or a judge whenever (*inter alia*) (*g.*) any person out of the jurisdiction is a necessary or proper party to an action properly brought against some other person duly served within the jurisdiction." On behalf of the plaintiffs reliance was placed on the fact that on the 9th of October the defendant company had issued a writ against the plaintiffs, claiming the payment of royalties under the licence, but this writ had not been served on the plaintiffs. PEARSON, J., however, held that the case fell exactly within the terms of rule 1 (*g.*), and he discharged the order for service.—COUNSEL, *Everitt*, Q.C., and *E. Ford*; *Sturges*. SOLICITORS, *Lyne & Holman*; *Hamlin, Grammer, & Co.*

PUBLIC BODY — STATUTORY POWERS — INTERFERENCE WITH LIGHT—INJUNCTION—COMPENSATION — LANDS CLAUSES CONSOLIDATION ACT, 1845, S. 68.—In a case of *Evans* v. *The Improved Industrial Dwellings Company*, before Pearson, J., on the 3rd inst., a question arose as to the operation of "The Metropolitan Street Improvements Act, 1877" (40 & 41 Vict. c. ccxxxv.). This Act authorized the Metropolitan Board of Works to make certain new streets and street improvements in London, and to acquire land for the purposes of the Act. The Lands Clauses Consolidation Act, 1845, was incorporated with the Act. Section 7 provided that the board might purchase any easement which they might require to extinguish for the purposes of the improvements, and that for the purposes of every such purchase the term "lands" in the Lands Clauses Act should be deemed to include easements. Section 33 of the Act provided that the board in carrying into effect the provisions of the Act should, subject to the provisions of the Act, from time to time, for the purpose of providing accommodation for such of the labouring classes as would be displaced by the removal of houses, acquire or appropriate so much of the lands coloured blue on a plan in the Act referred to, or such other lands as one of her Majesty's Principal Secretaries of State should from time to time deem sufficient, and that the board might, for the purpose of procuring such accommodation, appropriate any lands for the time being belonging to them, or which they had power to acquire, and not required for any other purpose, and might purchase by agreement such further lands as might be necessary for such purpose. The board should, as soon as might be after the acquisition or appropriation of any such lands, sell or let the same upon building lease for the purpose of the erection or adaptation or continuance thereupon of suitable dwelling-houses or lodging-houses for persons of the labouring classes. Provided always, that before the board should, without the consent of one of her Majesty's Principal Secretaries of State, take for the purposes of the Act fifteen houses or more occupied at the time of the passing of the Act either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, the board should prove to the satisfaction of such Secretary of State that sufficient accommodation in suitable dwellings had been provided elsewhere upon the lands coloured blue, or upon such other lands as might be approved by such Secretary of State, for the same number of persons. The board afterwards agreed to demise to the defendant company some of the land which they had appropriated or acquired under the Act for the purpose of building dwellings for the labouring classes, and the defendant company proceeded to erect on the land demised to them houses of such a height as would, as the plaintiff alleged, interfere with his ancient lights, and he brought this action to restrain them from so doing. The plans had been approved by one of her Majesty's Principal Secretaries of State. It was contended on behalf of the plaintiff that the Metropolitan Board were bound under their Act to purchase his easement of light before they interfered with his enjoyment. On behalf of the defendants it was contended that the board were only bound to compensate the plaintiff, under the provisions of section 68 of the Lands Clauses Consolidation Act, for the injury done to him. PEARSON, J., held that the plaintiff was only entitled to compensation under section 68. His lordship said that it was part of the purpose and design of the Act that these dwellings for the labouring classes should be erected. It was the duty of the board to build these houses, and there was no distinction between the nature and extent of their powers and those of the London School Board in *Clark* v. *School Board for London* (L. R. 9 Ch. 120). There was nothing to prevent them from exceeding the height of the old houses; the only limitation was that the plans must be approved by the Secretary of State. His lordship was inclined to think that section 7 of the Act did not apply, as the board did not want to extinguish the plaintiff's easement of light, but only to interfere with it. But he thought that the judgment of Jessel, M.R., in *Duke of Bedford* v. *Dawson* (L. R. 20 Eq. 353) applied in its very terms to the present case. The Legislature having given the power and imposed the duty of erecting these houses, the question of the purchase of an easement did not arise at all, but the case was one for compensation under section 68 of the Lands Clauses Consolidation Act. And, following the decision of Lord Selborne, C., in *Clark* v. *The School Board for London* (L. R. 9 Ch. 120), section 85 of the Lands Clauses Consolidation Act could not apply to incorporeal easements of this kind, because it was not possible to "enter upon" an interference with such a right. Section 68 did apply, and gave the right to compensation, because the plaintiff's easement had been injuriously affected. So far as appeared, the Metropolitan Board were the proper parties to pay compensation to the plaintiff, and, therefore, the action was not properly constituted, as the lessees of the Board were the only parties to it. The motion must be dismissed.—COUNSEL, *Warmington*, Q.C., and *Daw*; *Cozens-Hardy*, Q.C., and *Marey*. SOLICITORS, *C. T. Foster*; *Merriman, Pike, & Merriman.*

WINDING UP—DISMISSAL OF PETITION—CREDITORS APPEARING TO SUPPORT—COSTS—COMPANIES ACT, 1862, S. 82—GENERAL ORDER, NOVEMBER, 1862, SCHEDULE 3, FORM 1.—In the case of *In re The Nancupai Gold Mining Company*, before Chitty, J., on the 1st inst., a petition presented by a creditor for the winding up of the company having been withdrawn by arrangement, the company paying the debt, and an order dismissing the petition, with costs, being made accordingly, the question arose whether creditors appearing to support the petition were entitled to costs. It was contended that no such costs were payable (*Patent Cocoa Fibre Company*, 24 W. R. 483, L. R. 1 Ch. D. 617; *Jablochkoff Electric Light and Power Company*, W. N., 1883, p. 189), and the form of the statutory advertisement (General Order, November, 1862, schedule 3, form 1), giving notice to "creditors or contributories desirous to oppose," was not applicable to creditors desirous to support. CHITTY, J., said that the statutory advertisement was tantamount to actual service, and any persons served with a petition were entitled to appear, and, if appearing, rightly to have their costs. It was said that the creditors who appeared must appear to oppose. That was what they did, for they appeared to oppose the withdrawal of the petition. They were entitled to their costs.—COUNSEL, *Whitehorne* Q.C., and *Ribton*; *Quin*; *G. Henderson*. SOLICITORS, *Edward Lee*; *Ashurst, Morris, Crisp, & Co.*; *Foss & Ledsam.*

VENDOR AND PURCHASER—MISLEADING CONDITION.—In *In re Cumming to Godbolt*, which came before Kay., J., on the 1st inst., a question arose whether a certain condition of sale that no objection or requisition should be made by the purchaser by reason of the non-acknowledgment of an indenture dated the 18th of December, 1841, by a married woman who

was a party thereto, was misleading. The purchaser subsequently discovered that this was the deed of conveyance to the vendor, and that the married woman in question was entitled to one-fifth of the property. On his declining to complete for want of title, the vendor took out a summons under the Vendor and Purchaser Act, 1874. KAY, J., considered that the purchaser's objection was fatal. A vendor who put a condition of such a nature into a contract was bound to make it explicit so as not to be misleading. As to one-fifth, the vendor could give no title either in law or equity. Suppose instead of one-fifth it had been five-fifths, could the vendor have insisted on such a condition? There was no difference in principle between the two cases. It was a rule of law that a condition must be explicit, and must not be a trap for the unwary purchaser. It should have shown on the face of it that the vendor had no title. It would be improper to allow the vendor to avail himself of such a condition as this, and the application must therefore be dismissed, with costs.—COUNSEL, *Alan Stewart; Gover.* SOLICITORS, *Van Sandau & Cumming; C. G. Woodroffe.*

TRUSTEES' LIABILITY—BREACH OF TRUST—IMPROPER INVESTMENT—DEPOSIT AT A BANK.—In *Cann* v. *Cann*, which came before Kay, J., on the 31st ult., on an adjourned summons, the question arose whether the trustees of an estate producing £700 a year, who had left a sum of £500 on deposit at Messrs. Harvey & Hudson's Bank for fourteen months, when the bank failed, were liable for the loss thereby occasioned. The will of Samuel Cann, dated in 1854, under which the trustees were appointed, only authorized them to invest in Consols and in real securities, and contained the usual power to vary securities. KAY, J., said that, without attempting to draw a hard and fast line, fourteen months was too long to leave trust money on deposit at a bank. If after six months the trustees could not get a mortgage, they ought to have invested the £500 in Consols. From the moment that they began to leave the money too long, they became responsible for the consequences of their default, and were therefore liable for the sum which had been lost to the trust estate.—COUNSEL, *Hastings*, Q.C., and *E. Beaumont; Pearson*, Q.C., and *Methold.* SOLICITORS, *Hudson, Matthews, & Co.*, for *Bailey*, Norwich; *Remnant, Penley, & Grubbe.*

INJUNCTION—RAILWAY—PRIVATE SIDING—COMPANY ORDERED BY BOARD OF TRADE TO PROVIDE INTERLOCKING POINTS—LIABILITY OF COMPANY OR OF OWNER OF SIDING TO PAY FOR SAME—8 & 9 VICT. c. 30, s. 76.—In a case of *Woodruff* v. *The Brecon and Merthyr Tydfil Junction Railway Company*, before Bacon, V.C., on the 31st ult. and the 1st inst., the question arose whether a railway company which had been ordered by the Board of Trade to provide signalling or interlocking apparatus at the points by which a private siding was connected with the main line, could call upon the owner of the siding to make the necessary alterations at his own expense. BACON, V.C., said that the railway company was subject to the control of the Board of Trade, and the inspector had decided that the points must be interlocked with signals, or the junction must be removed. That was a direction to the company with which the plaintiff had nothing to do. The company had no right by contract or statute to make the plaintiff pay for these alterations.—COUNSEL, *Marten*, Q.C., and *Hunter; Horton Smith*, Q.C., and *Dryden.* SOLICITORS, *Robinson, Preston, & Stow*, for *Colborne, Ward, & Colborne*, Newport.

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11 & 12 VICT. c. 44, s. 5—JERVIS' ACT—POWER OF COURT TO GRANT RULE UNDER.—In the case of *Reg.* v. *Biron and others*, which was heard before the Divisional Court (Grove and A. L. Smith, JJ.) on the 25th ult., an important question arose as to the power of the court to grant a rule under 11 & 12 Vict. c. 44, s. 5 (Jervis' Act). It was an application by Walter Hasker in person for a rule under the above section calling upon R. J. Biron, Esq., one of the metropolitan police magistrates, sitting at Lambeth, to show cause why he should not hear and determine the matter of an application for summonses against Goldsbrough and Morrish for libel. A rule *nisi* having been obtained, counsel for the magistrate showed cause, and took the preliminary objection that the only remedy open to the applicant was to proceed by *mandamus*, and not by a rule under section 5 of 11 & 12 Vict. c. 44. It was decided in *Reg.* v. *Percy* (22 W. R. 72, L. R. 9 Q. B. 64) that it was only where justices would need protection, if they proceeded "to do any act relating to the duties of their office," that a rule under that section, calling upon them to show cause why such act should not be done, could be granted. The applicant, therefore, had mistaken his remedy, and even if the court were to amend the rule so as to convert it into a rule *nisi* for a *mandamus*, the following objection would apply—viz., that, by the practice of the court, a rule for a *mandamus* could only be moved for by a member of the bar: *Ex parte Wason* (10 B. & S. 580). The COURT said:—The Master of the Crown Office has shown us a note which he made of the case of *Reg.* v. *Phillimore*, decided on the 2nd of April, 1884, but not reported, which note is as follows:—"*Reg.* v. *Phillimore and others, Justices.*—Rule absolute under Jervis' Act, with costs against Pilling. The court, on consideration of *Reg.* v. *Percy*, now hold that the construction placed on 11 & 12 Vict. c. 44, s. 5, is too narrow, and that the order under that section and *mandamus* are concurrent remedies, and may be granted, either one or the other, at the discretion of the court." The court that decided *Reg.* v. *Phillimore* was specially constituted to re-consider the decision in *Reg.* v. *Percy*, and consisted of Lord Coleridge, C.J., Williams and Cave, JJ. This remedy, accordingly, is open to the applicant, and the case must proceed.—COUNSEL for the magistrate, *G. Denman.* SOLICITORS, *Hicklin, Washington, & Pasmore.*

CASES AFFECTING SOLICITORS.

SOLICITORS' REMUNERATION ACT, 1881 (44 & 45 VICT. c. 44)—GENERAL ORDER OF AUGUST, 1882, UNDER ACT—VENDOR AND PURCHASER—SOLICITOR AND CLIENT—COSTS—CONTRACT ENTERED INTO BEFORE ORDER CAME INTO OPERATION.—In a case of *In re Denne and the Secretary of State for War*, before Pearson, J., on the 3rd inst., an important question arose as to the operation of the General Order under the Solicitors' Remuneration Act, 1881, with regard to the costs payable by a purchaser to a vendor under a contract for the sale of land entered into before the Order came into operation, the employment of the solicitor having commenced after the Order came into operation. On the 17th of June, 1882, an agreement was entered into between D. and the Secretary of State for War (acting under the Defence Act, 1842) for the sale of some land by the former to the latter for £345. The agreement provided (*inter alia*) that "the purchaser shall pay to the vendor all reasonable and proper costs of making out and verifying his title to the property, and of executing to the purchaser all such assurances thereof as he shall require." In April, 1883, the vendor instructed a solicitor to act for him in the matter, and this solicitor prepared and delivered to the purchaser an abstract of the vendor's title, and took all the other steps necessary to the completion of the purchase. The General Order under the Solicitors' Remuneration Act came into operation from and after the 31st of December, 1882. The solicitor did not, before undertaking the business, make any election, under rule 6 of the Order, to be remunerated for his services according to the old system, as altered by schedule 2 to the Order. When the purchase was ready for completion the question arose how the costs payable by the purchaser under the contract were to be estimated. The vendor's solicitor delivered to the purchaser a bill of his costs in the matter, amounting to £43 11s. 10d. This bill was made out on the old system, as altered by schedule 2. The purchaser declined to pay this amount, and insisted that he was only liable to pay the costs to which the solicitor would be entitled under part 1 of schedule 1 to the Order; an amount which would be considerably less than that of the bill which had been delivered. A summons was taken out by the purchaser under the Vendor and Purchaser Act to determine the question. On behalf of the purchaser it was contended that, though the contract was made before the Order came into operation, the Order applied, as the costs would have to be taxed afterwards, and reliance was placed on the opinions expressed to that effect by the judges of the Court of Appeal in *In re Lacey* (L. R. 25 Ch. D. 301, 28 SOLICITORS' JOURNAL, 123). On behalf of the vendor it was urged that the effect of holding that the Order applied would be that, if the solicitor was instructed before the Order came into operation, the scale of costs would be altered adversely to him after the date of the contract, while he would be deprived of the benefit of the right of election reserved to him by clause 6 of the Order, inasmuch as he could not elect before he knew anything about the Order. And it was urged that the point in question was not really decided in *In re Lacey;* an opinion was expressed by all the three judges, but the case was decided on another ground, and the attention of the court was not called to the fact that the solicitor would be deprived of his right of election under clause 6 of the Order. PEARSON, J., held that the Order applied, and that the vendor could claim from the purchaser only the costs allowed by part 1 of schedule 1. His lordship said that, to his mind, the argument was irresistible that he could not give the vendor under the agreement any more costs than his own solicitor would be entitled to charge against him. The meaning of the contract was that the vendor was to be freed from those costs. Whatever costs the vendor would be bound to pay to his own solicitor, the purchaser must pay those costs. The business commenced some time after the Remuneration Order came into operation, and the solicitor, with his eyes open, chose not to make, as he might have done, a bargain with his client, excluding the scale in the Order, but he, in fact, elected to take his remuneration under that scale. If the provision in the agreement was out of the way, the vendor would have had to pay the costs himself. His lordship did not see how the solicitor could charge him with any costs but those allowed by the schedule to the Order. In *In re Lacey* the question was as to the taxation, after the Order came into operation, of costs incurred under an agreement entered into before, and, though it was not necessary to decide the point, because the bill had been paid without any pressure, the Court of Appeal expressed a decided opinion that the Order applied. His lordship thought that, whatever his own opinion might be, he was not at liberty to depart from that confident expression of the opinion of the Court of Appeal. It was said that a material point was not brought to the attention of the court in that case, but he would be slow to impute to the court that that point did not occur to them. The point did not, however, arise in the present case, because the solicitor's employment did not commence till after the Order was in operation, and he had an opportunity of contracting himself out of it.—COUNSEL, *Stirling; H. Burton Buckley.* SOLICITORS, *Hare & Co; Frere, Forster, & Co.*

SOLICITOR AND CLIENT—TAXATION AFTER PAYMENT—TRUSTEE AND CESTUI QUE TRUST.—In a case of *Re J. T. Chowne*, before Kay, J., on the 30th ult., an application was made by motion for the taxation of a solicitor's bill of costs, under the Solicitors Act, 1843 (6 & 7 Vict. c. 73), ss. 39, 41, after payment. The application was made on behalf of a *cestui que trust*, who objected to a bill paid by his trustees. The trustees in question had severed, and each had employed a separate solicitor. One bill was sent in by Chowne, which, however, included costs incurred to Holden and Hodgson, the solicitors to the other trustee, and comprised, among other things, charges for letters and communications between the two sets of solicitors. Before the bill was paid it had been objected to by Charles Boynton, the present applicant, and a long correspondence

had taken place, but payment had eventually been made by the trustees. Counsel for the applicant contended that when a *cestui que trust* complains of a bill paid by a trustee, it was obvious that the application must be after payment, and under the 39th section "special circumstances" need not be shown. This was clear from *In re Drake* (22 Beav. 441). The 41st section applied to all other sections of the Act except the 39th. The *cestui que trust* was in a different position to other persons applying to tax, as he could not obtain his remedy by action: *In re Spencer* (30 W. R. 296). *In re Dewson and Bryan* (28 Beav. 605) was also an authority in favour of the applicant. In *In re Dixon* (5 W. R. 108, 8 De G. M. & G. 655) the Lord Justice's attention was not drawn to *In re Drake*. Anyhow, there was what amounted to pressure in this case. There was overcharge amounting to fraud within *In re Dixon*. The bulk of the charges in the bill were not incurred by Chowne, but by Holden and Hodgson, the solicitors for the other trustee. The charges made were improper, because the bill was not delivered as a joint bill, but as the bill of Chowne. Two trustees might not sever, and then help themselves to double costs. Counsel for Cowlard and Chowne contended that there was no pressure, and no overcharges had been pointed out. KAY, J., said:—I always pay every possible attention to questions of costs. I think it a reproach to our system that it is so costly, and a mistake too, because if it were not so costly litigation would be much more extensive than it is. The 39th section of the Solicitors Act allows a *cestui que trust* to apply for taxation of a bill of costs in respect of the trust estate. The 41st section says that, when a bill has been paid, special circumstances must be shown to obtain taxation. The question is whether that rule applies to the 39th section. I have no doubt, upon the construction of the Act, that it must apply. Looking at the 39th section I see the words, "having regard to the provisions herein contained relative to applications for the like purpose by the party chargeable with such bill." Beyond all question, section 41 applies to the case of a person chargeable with the bill. It seems unnecessary now to express one's own opinion on the question when I look at *In re Dickson*. The application there must have been under the 39th section, and Turner, L.J., says, "The question, therefore, is whether there are such special circumstances in this case as would have warranted an order for taxation at the instance of the executors after payment of the bill." He was of opinion that the party interested was bound to show pressure or fraud. Then I have to consider whether there are such special circumstances in this case. The allegation of preference has been abandoned. Is there fraud? I avail myself of what Turner, L.J., said in *In re Dickson*—"I think that solicitors acting for executors or trustees cannot be said to have dealt properly with their clients if they have charged the executors or trustees to any considerable extent beyond what would be allowed to them in their accounts with the estate which they represent." There has been some confusion in the argument. I have not to try whether the payment as such was proper as between the trustee and *cestuis que trustent*, but whether it was of a charge which the solicitors were entitled to make against those for whom they acted. The bill includes the costs of both trustees. It is evident, on the face of it, that the bill is a joint bill, though it is delivered by Cowlard and Chowne. There is no danger that another bill could be delivered in respect of the other solicitors. As between the solicitors and the trustees, it contains nothing which can be an overcharge. It is admitted that all these costs were actually incurred. The question is not whether the trustee could properly recover the amount against the *cestuis que trustent*, but whether the solicitors could properly recover against the trustees. Nothing that I have said can in any way touch the question of the trustees' right to charge their *cestuis que trustent*. I think no preference or overcharge has been shown, and I dismiss the application with costs.—COUNSEL for the applicant, *Oswald*; for the solicitors, *W. Morshead*. SOLICITORS, *Stoneham & Son*; *Cowlard & Chowne*.

SOLICITOR—BILL OF COSTS—DIFFERENT ITEMS, SOME GOOD AND SOME BAD—6 & 7 VICT. c. 73, s. 37.—In the case of *Blake* v. *Hummell*, which came before Denman, J., sitting without a jury, in the Queen's Bench Division, on the 1st inst., a question arose upon a solicitor's bill of costs. The action was by a solicitor to recover £51 16s. 6d., the amount of his bill of costs, and the defendant pleaded that no signed bill of costs had been delivered. The bill of costs, properly signed and delivered more than one month before the commencement of the action, was made up of several items admittedly unobjectionable and properly charged, and also the following item:—"1881.—October and November.—Perusing abstract of the title to Wilcot Lodge, Shanklin. Instructions for requisitions on the title and drawing same and fair copy. Perusing Mr. Harper's replies thereto. Instructions for assignment. Drawing same and fair copy for perusal. Engrossing same and journey to London to examine the abstract and completing purchase, including attendances and correspondence with you and Mr. Harper and Messrs. Dean & Taylor, including travelling and hotel expenses . . . £38 10s." It was contended on behalf of the defendant that this last item was bad, as in reality it consisted of several separate and distinct items, a lump sum being charged for the whole instead of a separate charge being placed against each item; that, therefore, this bill was not a "bill of fees, charges, and disbursements" within the meaning of section 37 of 6 & 7 Vict. c. 73; and that, accordingly, the whole bill was bad, and the plaintiff could not recover upon any part of it. DENMAN, J., following the decision in *Wilkinson* v. *Smart* (24 W. R. 42), held that this item was an objectionable item, there being a lump sum charged for what in fact were distinct and separate items of business, and that the bill, so far as regarded this item, was not a "bill of fees, charges, and disbursements" within the statute; but, further, following the *dicta* in *Haigh* v. *Ousey* (5 W. R. 523, 7 E. & B. 578), that this did not necessarily render the whole bill bad, and that the plaintiff might recover upon those items which were properly described.—COUNSEL, *C. Dodd*; *T. Terrell*. SOLICITORS, *A. F. Church*; *T. Durant*.

MANCHESTER ASSIZES.

(Before A. L. SMITH, J.)

Nov. 1.—*R.* v. *Attwood and Tatham.*

Right of counsel for prisoner, after putting written statement by prisoner, to address jury.

Thomas Attwood and Elizabeth Tatham were charged with robbery with violence at Fulwood on the 12th of August last.

Yerburgh appeared for the prosecution.

Foard appeared for Attwood.

Foard proposed to put in a written statement of the prisoner Attwood, he having an impediment in his speech, which made him unintelligible and unable to read it. The learned counsel also proposed to address the jury on behalf of Attwood, giving the counsel for the prosecution the right of reply in accordance with the case of *Reg.* v. *Shimmin* (15 Cox C. C. 122). He cited in support of his contention a case of *Reg.* v. *Ross*, in which Stephen, J., expressed his approval of Cave, J.'s, ruling in *Reg.* v. *Shimmin*.

A. L. SMITH, J., said that the counsel for the defence must elect either to put in the prisoner's statement or make a speech, but that he could not do both.

Foard proposed to limit his summing up to a criticism of the case for the prosecution, without referring to the contents of the written statement made by the prisoner.

A. L. SMITH, J., however, ruled that this could not be allowed, and Foard then elected to put in the statement. The prisoners were both convicted.

KENDAL COUNTY COURT.

(Before Judge INGHAM.)

Oct. 31.—*Brunskill* v. *Atkinson.*

Agricultural Holdings Act, 1883—Appeal against award of umpire—Compensation claimed under agreement made before the passing of the Act, and also under the Act—"Purchased manure."

The appellant in this case was Mr. Stephen Brunskill, and the respondent Mr. W. Atkinson, who until May last was tenant of the Burneside Hall Farm, the property of Mr. Brunskill. Upon the determination of the tenancy Mr. Atkinson sent in a claim to his landlord for £206 as compensation for unexhausted improvements (money spent in feeding stuffs, artificial manures, lime, &c.). The claim was made under an agreement dated September, 1882, and also under the Act of 1883. There was not any substantial dispute as to the claim under the agreement, but the landlord resisted the attempt to recover under the Act as well.

The reference provided by the Act duly took place. The referee, however, failed to make an award, and the matters in dispute stood referred to the umpire, who found that the tenant could claim both under the agreement and under the Act of 1883, and awarded him £133 15s. as compensation. Against this award the landlord appealed.

For the landlord it was contended that the Act was not retrospective in its operation, that as the tenant was given compensation under the agreement of September, 1882, he could not recover under the Act of 1883; and further, that he should have enforced his rights under the Act 1875, under which he had, it was argued, a remedy.

For the tenant it was contended that if there was one thing clear about the Act of 1883 it was that it was retrospective.

His HONOUR delivered the following written judgment:—This is an appeal under an extended jurisdiction given to the county court by the 23rd section of the Agricultural Holdings (England) Act, 1883. Under the Act of 1875, the jurisdiction of the court was limited to £50, but, by the Act of 1883, it is extended to all cases where the amount claimed exceeds £100, and where the claim is less than £100, there is no appeal. It seems clear that this court has no power to review the amount of any item which an arbitrator may find due to a tenant by way of compensation, but the grounds of appeal must be confined to the question whether or not the arbitrator has properly applied the sections of the Act in making his award, and whether he has kept within the scope and principles of the Act. Hitherto this court has had no precedents and no decided cases to help it.* The claim in this instance divides itself into two parts—first, under the agreement of 1882; and, secondly, under the Agricultural Holdings (England) Act of 1883. The appellant alleges, in his grounds of appeal, that the arbitrator has not properly applied the provisions of the Act which have reference to these heads of claim. After carefully considering the arguments of counsel, and having referred to the various sections of the Act, upon which those arguments are founded, I have come to the conclusion that the award is valid, and strictly within the jurisdiction, scope, and intention of the Act, with one exception. The item is a small one, but, although small, it involves an important question of construction and principle. I allude to the compensation given by the award for straw and hay purchased by the tenant and consumed upon the farm premises. The claim is allowed under the words of the Act, "purchased manure." Now, undoubtedly, hay or straw purchased and consumed on the farm increases the quantity of manure beyond what

* But see *Smith* v. *Accel*, 28, SOLICITORS' JOURNAL, 780.

the farm itself produces, but can hay and straw be called "purchased manure"? I think not, and I am of opinion that hay and straw purchased for other purposes, say for fodder, stable use, or bedding, cannot be considered as being "purchased manure." If the Act had intended that the hay or straw so purchased, and afterwards in the course of use becoming manure, should be an object of compensation, it would surely, in some words, have so indicated. It is clear to me that the Act never intended compensation except for manure that was in a state of manure and ready to be applied as manure upon the land at the time of its purchase. The two items, therefore, of five shillings each must be struck out of the award, which in all other respects I confirm. His Honour then remarked that virtually his decision was in favour of the respondent, and, therefore, he gave him costs.

Greenwood (solicitor) for the appellant, said his Honour would be aware that under the 23rd section of the Act either side could ask for a special case on a point of law.

His Honour.—Which point?

Greenwood replied on the whole of the points that were raised, with the exception of the one in which the decision was in favour of Mr. Brunskill in regard to the straw and hay. There were no rules of the court applicable to the present case, and he suggested it be left to him (Mr. Greenwood) to draft a special case, and if the parties could not agree, that it should be settled by his Honour.

After some conversation his Honour gave the parties to the January court to agree upon a case.

DEALING IN BANK SHARES.*

The subject which I propose to touch is of such importance that no apology will, I feel, be required. The amount of capital subscribed in Great Britain and Ireland by corporate bodies, for employment in banking, amounts to upwards of £216,000,000; the number of individuals interested as owners or proprietors in that capital exceeds 116,000; whilst it hardly needs to be stated that there is no industry and no class in Great Britain which is not, for weal or woe, affected by the banking institutions of the country. Even those who have no other claim or share therein, look forward to what are prized as the bank holidays. The question to which I would venture to draw attention arises out of what is known as "Leeman's Act," passed in 1867, being the 29th chapter of the 30th Victoria; and it recently came before the Court of Appeal in the case of *Barclay* v. *Pearse*, a report of which will be found in the *Daily News* newspaper of the 4th August last. I believe that no legal report of the case has yet appeared. With great respect to the distinguished judges who presided on the occasion, I would consider the propriety and the soundness of the view they have given of the law. The statute referred to recites that it is expedient to make provision for the prevention of contracts for the sale and purchase of shares and stock in joint stock banking companies, of which the sellers were not possessed, or over which they had no control; and it is enacted, that all contracts, agreements, and tokens of sale and purchase made, or entered into, of any share, or stock, or interest, in any joint stock banking company in the United Kingdom, constituted under or regulated by any Act of Parliament, royal charter, or letters patent, issuing shares or stock transferable by writing, shall be null and void to all intents and purposes whatsoever, unless it set forth and designate in writing such shares, stock, or interest by the respective numbers by which the same are distinguished on the register at the time of the making of such contract, agreement, or token; or, where such numbers do not exist, the person in whose name such shares, stock, or interest shall stand as the registered proprietor thereof. It is further made a misdemeanour to insert any false entry of such numbers or name. Now it seems to be a fact, though it is not generally known, that on the London Stock Exchange it is the practice to disregard the provisions of the statute. Contracts are entered into for the sale and purchase of bank shares without the numbers, or other designating mark, being asked for or given; and the committee of management of that institution, to whom all questions arising amongst the members are referred, and by whom such questions are decided, have held that, as amongst the members themselves, contracts for the sale and purchase of bank shares must be carried out, whether the numbers or other designating mark be given or not. The practice that prevails is as follows:—A broker who has authority to purchase shares knows the jobbers who deal therein and applies to one of them. The jobber applied to (if inclined to sell) quotes a price at which the broker may buy, and we will assume that he does so. The broker on the same day forwards to his client a contract note of the purchase, in which he sometimes give the name of the jobber of whom the shares are bought, and at other times he merely intimates that he has bought the shares for his client, without disclosing the name of the jobber or other party. All this is done verbally, except that each side—that is the broker and jobber—will, in his own memorandum book which he usually carries, make a minute of the transaction to assist his memory and avoid mistake, when at the end of the day, or on the following day, he comes to enter the transaction in his regular books of account. No numbers or other designating mark of the shares are given, and nothing more takes place till the settlement, or other time at which the shares are to be taken up and paid for; when, or a day or two before, the purchaser's, or his nominee's name, is put forward as that of the intended transferee of the shares. The transfer is prepared and in that the numbers or other marks of the shares are for the first time set out. In *Barclay* v. *Pearse* the plaintiff was a broker who had been instructed by the defendant to buy for him shares in the Oriental Bank Corporation, which was a bank incorporated by royal charter, and which recently failed. The plaintiff Barclay purchased the shares in question for the defendant Pearse without obtaining any numbers or other designating mark. Having done so he sent to his client, the defendant, the usual contract note of the purchase. Between the day on which the purchase was made and that fixed for the completion thereof the bank failed; and it is to be assumed that before any numbers or other designating mark of the shares bought had been given or asked for, either by the defendant or his broker, the defendant repudiated the alleged purchase, and withdrew from the broker the authority to buy. The broker, however, who had bought on the Stock Exchange, and therefore, subject to the rules and regulations of that institution, could not refuse to pay the jobber for the shares without violating the requirements of the committee of that body, and thereby himself becoming a defaulter, which would have involved his being dismembered from the Exchange. He was thus driven to pay the jobber the price of the shares, and he thereupon sued the defendant for money paid by him as agent for the defendant, that is, for indemnity. The defendant resisted the action, but under the General Order XIV. the plaintiff, contending that there was no defence, applied for judgment; and the Court of Appeal held that the action was so clearly an undefended one, that they could not allow the defendant to raise the question of his liability unless he brought the amount sued for into court. In arriving at that view the court was guided by, or relied upon, the case of *Read* v. *Anderson*, decided by themselves, and which will be found reported in the 32nd volume of the *Weekly Reporter*, page 950. *Read* v. *Anderson* was a case arising upon the Gaming and Wagering Act, 8 and 9 Victoria, and whether rightly decided or not, I would submit that it is beside the question involved in the statute as to trafficking in bank shares; is clearly distinguishable; and, moreover, that if the view taken by the court in *Barclay* v. *Pearse* be sound, the statute 30 Victoria is practically thereby repealed. First, let us consider the case apart from *Read* v. *Anderson*. A purchase of bank shares was effected by the plaintiff on the authority of, and as the agent for the defendant, not complying with the statute, and which is therefore by the statute said to be "null and void to all intents and purposes whatsoever." It was, as all contracts on the Stock Exchange are, effected "subject to the rules and regulations" of that body, which rules and regulations, as already stated, require that the members shall carry out such contracts whether they comply with the statute in question or not; and so, observe, the court held, quite apart from the statute, that since by these rules and regulations the plaintiff had been required to pay, and had paid, the price to the jobber to prevent his becoming a defaulter, and so dismembered from the Exchange, he could recover the amount from his client the defendant. The reason apparently put forward was that a principal having employed an agent to do an act, not in itself unlawful, cannot withdraw that authority after the agent has acted upon it, and thereby himself incurred an obligation. It was not suggested that the defendant had authorised the plaintiff to disregard the Act of Parliament, unless it can be said that his instructing him to buy "subject to the rules and regulations of the Stock Exchange" implied such authority; but that could hardly be, for it is decided by the House of Lords in *Tomkins* v. *Saffery*, reported in the Third Appeal Cases 213, that such rules are the rules of a domestic forum which have no influence on the rights of those who are not amenable, as members, to the jurisdiction of that body; and there are numerous cases in which it is acted upon as settled law, that such rules and regulations only bind third parties, so far as they do not infringe or come in conflict with the general law of the land. Indeed in the case just referred to (*Ex parte Saffery, In re Cooke*, L.R., 4 Ch. D. 561), the late Lord Justice James, speaking of such rules and regulations, stated: 'The Stock Exchange is not an Alsatia. The Queen's laws are paramount there, and the Queen's writ runs even into the sacred precincts of Capel Court.' Now, I apprehend it is too clear for argument that the contract for the purchase of the shares was not enforceable by the defendant; and it would further appear from the decision of *Neilson* v. *James* (L. R. 9 Q. B. D. 546), that the broker, having been instructed to purchase the shares in question, and having accepted the employment, would have been liable to an action for damages had the shares risen greatly in value instead of falling as they did. So, notwithstanding that the broker had failed in his duty to his client—had, in fact, failed to obtain for him a good and binding contract of sale of the shares, yet the defendant was required to indemnify him against the requirements of the Stock Exchange Committee, seeing that he had authorised him to buy "subject to the rules and regulations of the exchange." This amounts to imposing on the client the fetters of the Stock Exchange rules, though they are at conflict with the statute in question; and that, as already stated, is decided not to be the law. The case of *Neilson* v. *James*, just referred to, was one in which the plaintiff had instructed the broker to sell shares in the West of England Bank, and the broker had sold without giving the numbers of the shares. The bank went into liquidation, and the plaintiff had to pay calls in respect of the shares. Having done so, he brought his action against his broker for breach of duty in not having effected a binding contract, on which he could claim indemnity against the calls from the purchaser. There the defendant pleaded that he dealt according to the rules of the Bristol Stock Exchange, that the plaintiff knew this, and that on that Stock Exchange there is a custom to disregard the Act of Parliament, and on the sale of bank shares not to give the numbers or the name of the registered proprietor, but to sell them by a form (such as was used in *Barclay* v. *Pearse*) which, if it be regarded as a contract, was wholly inoperative by reason of the Act of Parliament, but which, by custom, was to be treated as a mere agreement for a contract, and the court held that such a custom was illegal and void, and that the plaintiff was entitled to recover. In the face of this decision, it is difficult to see how it can be said that an instruction to buy bank shares, subject to such rules and regulations, involved an authority to disregard the statute, or how that such a purchase is a valid and binding one to the extent of casting on the principal the obligation to indemnify the agent. Indeed, if

* A paper read by Mr. S. S. Seal, London, at the Birmingham meeting of the Incorporated Law Society.

such be the law, I submit that the statute is thereby reduced to nothing and that it is open to parties to traffic in bank shares of which they are not the owners, and over which they have no control, by simply agreeing that the contract shall be subject to the rules and regulations of the Stock Exchange. Take the case of a buyer and seller coming together and entering into a contract for the purchase and sale of bank shares in which no numbers or other marks, as required by the statute, are given, but providing that the contract is subject to the rules and regulations applying to agreements entered into on the Stock Exchange. In such a case could the seller call on the buyer to accept shares complying with the contract (provided, of course, he obtains them by the time fixed for completion), and *e converso*, could the buyer insist on the seller transferring the shares at that same time, assuming that he has or can get them, and on payment, of course, of the price? If the opinion expressed by the court in *Barclay* v. *Pearse* is correct, I do not see why the seller or the buyer should not equally be entitled to enforce the contract. The seller might in such a case, with truth, say that if the contract were not carried out by the purchaser he would lose the benefit of the purchaser's contract to indemnify him against future calls on the shares, just as the broker in *Barclay* v. *Pearse* contended that he would have been dismembered from the Stock Exchange if he had not paid the jobber for the shares; and I am unable to distinguish any sound difference between the two cases; though, if there be one, it is in favour of the defendant in *Barclay* v. *Pearse*. In the case I have put both seller and buyer knew that their contract was in disregard of the statute, and so the plaintiff in *Barclay* v. *Pearse* knew that the contract he had effected for his client was similarly defective, though, be it observed, it is quite possible, and even likely, that in the latter case the buyer did not know that his broker had effected a bargain for him not in conformity with the Act of Parliament, and therefore not enforceable by him; for although the contract note sent to him did not disclose any numbers, or other designating mark, of the shares purchased, yet it was quite possible that the broker had himself taken care to secure the numbers from the jobber when buying. And I would even put it so high as to say that the purchaser was entitled to assume that the numbers, or other distinguishing mark, had been obtained, and that if not obtained he at any time, on discovering that his broker had not obtained these particulars, to say, "I authorised you to buy the bank shares in question having regard to the Act of Parliament which entitled me to have the number declared at the time of my purchase. I find you have neglected to do this, and I therefore repudiate what you have done. You must see to it yourself." Further, if he happened to be already a holder of shares in the bank, he would have had a meritorious complaint against his broker, in that the latter had, by contracting to purchase without requiring the numbers, so far assisted the jobber to offer shares for sale which the jobber did not possess, and of which he had not the control, and thus helped the latter to depress the very shares held by, as well as those which he had just bought for, his client. And now take the case of a seller not having the shares, and being unable to obtain them, and the purchaser proceeding for specific performance. It is obvious that in such a case no judgment for specific performance could be pronounced, for the court could not adjudge a defendant to do an impossibility. It would be idle to decree a transfer of shares which the defendant who had sold did not possess; and should the buyer sue in the alternative for damage for non performance the seller would surely rely on the statute, which enacts that the contract is null and void to all intents and purposes whatsoever. To this the plaintiff (purchaser) would answer that the contract was subject "to the rules and regulations of the Stock Exchange" under which the numbers, or other designating marks are not required, and it would be wrong to permit the seller to avail himself of the statute in the face of his contract, for thereby the plaintiff would lose the benefit of a great rise in the value of the shares. Were this line of argument to be advanced by a purchaser in such a case again I do not see how it would distinguished in principle from that involved in *Barclay* v. *Pearce*, or it there be a distinction, then, just as in the converse action of seller against buyer I have supposed, so in this of buyer against seller, it is in favour of my contention, namely, that the view expressed in *Barclay* v. *Pearse* amounts to a setting aside of the statute. It may, perhaps, be urged that my reasoning is not at conflict with the *ratio decidendi* by which the court in *Barclay* v. *Pearse* have been influenced, for that the claim made therein is not in respect of an agreement for the sale or purchase of bank shares, but by an agent against his principal for indemnity in respect of money paid by him for his principal; but that is, I think, a mistake. The money was paid not for the principal, but that the agent might himself be saved from the stigma of being a defaulter to the regulations to which he had submitted as a member of the Stock Exchange, and to avoid his being dismembered from that body. Again, it may, perhaps, be said that the principal, when instructing his broker to buy for him, intended to uphold him as a member of the Exchange, at least so far as the carrying out the contract he authorised him to enter into for him was concerned; inasmuch as he authorised him to enter into such contract "subject to the rules and regulation of the Stock Exchange," and the committee of the exchange require the broker himself to pay for such shares, though the contract does not comply with the statute. But to that I answer that such a result would be to give to the rules of the committee a power and authority superior to that of the law, which cannot be permitted. My argument brings me to question, what authority did the employment of the broker carry? I submit that it was an authority to effect for the client a contract valid and binding on the seller, and enforceable by the client. This point has already been decided in the case of *Neilson* v. *James* before referred to. It surely cannot be said that the client was willing and intended to authorise, and did in fact authorise, his broker to effect a contract which could neither be enforced by nor against him. That proposition is too absurd on its face to be seriously entertained. But, however that may be, it was said by the Master of the Rolls, in *Barclay* v. *Pearse*, that so long as the decision in *Read* v. *Anderson* remained unreversed by the House of Lords (a decision in which he himself did not concur) the defendant could not hope to succeed. Now is this a sound deduction? In *Read* v. *Anderson* (which I am assuming to be correctly decided) the contract into which the plaintiff had entered as agent for the defendant was null and void, and was one which, as of course both parties must be taken to have known, could not have been legally effected. It was bad (I am not saying illegal, but bad in the sense of being a nullity and void) in its very nature, and there was no device or means by which the authority conferred on the agent could be exercised so as to create a binding contract, whilst in the case of *Barclay* v. *Pearse*, the broker had it in his power, and, as I have endeavoured to show, it was his duty to enter into a contract in the way marked out by the statute. If he failed to do whose was the fault? Surely not his principal's. There is but one other point I would notice. A distinction is attempted to be made between cases which involve an illegality, or invalidity resulting from positive law, which is regarded as something merely prohibited, but the doing of which, though prohibited, does not amount to a criminal offence or misdemeanour, and an illegality existing in the very nature of the transaction upon principles of natural, moral, and public law. One of the earliest cases in which this distinction is to be found is that of *Faikney* v. *Reynous*, 4, Burr. 2,069, in which it was held, by Lord Mansfield and the other members of the court, that where two persons had been engaged in Stock Exchange transactions, and one had paid all the losses he could recover against a third party, on a bond for securing the repayment of the half, the court holding that such a bond was not within the statute 7 Geo. II. chap. 8, and that the offence against the statute was not *malum in se* but only prohibited. This was followed in *Petrie* v. *Hannay*, 1789 (3 T. R. 423), where plaintiff and defendant had been jointly interested, and plaintiff had become party to a bill of exchange for defendant's share—defendant failed to pay the bill, and plaintiff paid it—it was held by Kenyon C. J., Ashurst, Buller, and Grove, J. J. he could recover on the bill. But Story, in his work on Principal and Agent, published in 1869 (*Sec.* 346), states that this distinction between *malum prohibitum* and *malum in se* had been justly repudiated; and he refers to *Steers* v. *Lashley*, 6 T. R. 61; Haley on Agency, *Bensley* v. *Bignold*; 5 B. and Ald. 335; *Ex parte* Mather, 3 Ves. Junior 373; *Mitchell* v. *Cochrane*, 2 H. Bl. 381; *Aubert* v. *Maize*, 2, B. and P. 371; *Webb* v. *Brooke*, 3 Taunt. 6. I cannot but think that it is more or less pernicious in our courts to countenance such a distinction. Indeed, to hold that a broker may act for his principal in defiance of an Act of Parliament, and be entitled to indemnity as if he had complied with its provisions, is a doctrine the effect of which cannot be foreseen, nor its dangers prevented. I have ventured to discuss this subject, as I believe that, in what has been done, the Act of Parliament 30 Vic. cap. 29 has been virtually repealed. If I am wrong it would be a satisfaction, and, perhaps, not a useless result, that my reasoning should be corrected and my errors rectified.

PRIVATE ARRANGEMENTS WITH CREDITORS.

We recently pointed out (28 Solicitors' Journal, 823), the pressing necessity for the statutory recognition of private arrangements outside the Bankruptcy Act. The increase of private arrangements has recently created considerable attention in commercial circles, and the *Daily Telegraph* last week made some remarks upon the subject, and suggested that those who complain should supply facts on the subject. The complaints, the *Telegraph* states, came not from solicitors, or accountants, but almost entirely from bankers. In response to the invitation of the *Daily Telegraph* Mr. H. Newson Smith, F.C. A., writes:—The observations in your yesterday's issue on the working of the new Bankruptcy Act and the complaints of bankers thereat are timely and suggestive. Private arrangements with creditors are being carried out daily, and are largely on the increase. The difficulties, which at first were considered insuperable, are rapidly disappearing. The *modus operandi* for avoiding the delay and expensive officialism under the Act is very simple and is becoming very common. A meeting of creditors is called by one of their number; the debtor is invited to attend with a statement of his affairs, prepared by an accountant, and duly sworn to as being correct; he is examined as to this, and then a "friend" makes an offer to purchase at once the separate claim of each and every creditor at so much in the pound. In return, the creditors who accept such offer assign their debts to him, on lithographed forms of about four lines, receiving cash down for the agreed amount, and so there is an absolutely private end of the matter so far as the creditors are concerned. Bankers and others are thus left quite in the dark, and are unable to answer the usual inquiries of their customers as to the *status* and responsibility of such debtors. In the event of the offer not being accepted, and the debtor thereafter going into bankruptcy, the "friend" has acquired the power to assist the debtor to carry almost any proposal he may then make. From my experience I am not in the least surprised that creditors prefer to accept ready cash, and wipe the transaction off without the officialism and expense unavoidable under the Act. For the advantages appear so obvious, in most cases a larger dividend is obtained, and the "law's delay" is avoided. Every City man of experience will, I think, agree with your conclusion that the falling off in the number of ascertained bankruptcies, so far from proving the successful working of the Act, proves the very reverse. Your readers will form their own opinions as to the mercantile advantages or disadvantages of this system of secret arrangement, but I, for one, maintain that it is the inevitable result of the provisions of the new Bankruptcy Act.

HOMICIDE ON THE GROUND OF NECESSITY.

At Exeter Assizes, on Monday, Mr. Baron Huddleston, in charging the Grand Jury said, with reference to *The Mignonette Case*:—"It is a matter that has undergone considerable discussion, and it has been said that it comes within a class of cases where the killing of another is excusable on the ground of necessity. I can find no authority for that proposition in the recognized treatises on the criminal law, and I know of no such law as the law of England. Baron Puffendorf, in his "Law of Nature and Nations," mentions a case (Bk. ch. 6, p. 205, 3rd Edition by Kennet, A.D. 1717) where seven Englishmen tossed in the main ocean without meat or drink killed one of their number on whom the lot fell, and who had, as he says, the courage not to be dissatisfied, assuaging in some measure with his body their intolerable and almost famished condition who, when they at last came to shore, the Judges absolved of the crime of murder. Although he says the men were English sailors, he does not say where the case was tried nor of what nation were the Judges. Ziegler upon Grotius, giving this relation, is of opinion that "the men were all guilty of a great sin for conspiring against the life of one of the company, and (if it should happen) every one against his own." I can find no reliable report of this case, and for reasons which I shall refer to presently, I cannot consider it an authority binding on me. There is an American case, *The Commonwealth* v. *Holmes*, March, 1842, which is reported in "1, Wallace Jun.," in which sailors threw passengers overboard to lighten a boat, and it was held that the sailors ought to have been thrown overboard first, unless they were required to work the boat, and that at all events the particular persons to be sacrificed ought to have been decided on by ballot, by which, I suppose, they meant by lot. I cannot subscribe to the authority of this case. Besides, it would be inapplicable to the present, because here the notion of deciding by lots was rejected. The learned American judge, in giving his reasons, said, "That the selected should be by lot, as it would be an appeal to Providence to choose the victims." Such a reason would seem almost to verge upon the blasphemous. I cannot but consider that the taking of human life by appealing to the doctrine of chance would really seem to increase the deliberation with which the act had been committed. That American case, however, was a charge, not of murder, but of manslaughter, on the ground of the failure, on the part of the prisoners, to discharge the statutory duty of preserving the life of a passenger. The question has been considered by the Criminal Code Bill Commissioners in their report, in which, discussing this doctrine, they say:—"Casuists have for centuries amused themselves, and may amuse themselves for centuries to come, by speculation as to the moral duty of two persons in the water struggling for the possession of a plank capable of supporting only one. If ever a case should occur for decision in a court of justice, which is improbable, it may be found that the particular circumstances render it easy of solution. We are certainly not prepared to suggest that necessity should in every case be a justification; we are equally unprepared to suggest that necessity should in no case be a defence. We judge it better to leave such questions to be dealt with when, if ever, they arise in practice, by applying the principles of law to the circumstances of the particular case." And my brother Stephen, in his "History of the Criminal Law," observes that this doctrine is one of the curiosities of the law, and, so far as he is aware of, is a subject on which the law of England is so vague that if cases raising the question should ever occur, the judges would practically be able to lay down any rule which they consider expedient. I do not derive much assistance from either of the cases, or from the report of the Criminal Code Commissioners, and I am therefore obliged to tell you what, in my judgment, after careful consideration, I deem to be the law of England. Deliberate homicide can be justifiable or excusable only under certain well-recognised heads—cases where men are put to death by order of a legally constituted tribunal in pursuance of a legal sentence; cases where the killing is in advancement of public justice, as, for instance, criminals escaping from justice, resisting their lawful apprehension, and other such cases enumerated by Blackstone, vol. 4, 48. So also where homicide is committed for the prevention of any forcible and atrocious crime; again, where men, in the discharge of their duty to their country and in the service of their Queen, kill any of the enemies of their Queen and country; and, lastly, where an individual, acting in the lawful defence of himself or his property, or in the reasonable apprehension of danger to his life, kills another. It is obvious that this case falls under none of these heads. The illustration found in the writers upon civil law, which is alluded to in "Cicero de Officiis," and mentioned by Lord Bacon in his "Elements of the Law," and which is quoted in some legal works as the ground of the doctrine of necessity, is placed by Blackstone under the latter head—of self-defence. He says, "Where two persons being shipwrecked, and getting on the same plank, but finding it not able to save them both, one of them thrusts the other from it, whereby he is drowned, he who thus preserves his own life at the expense of another man's is excusable from unavoidable necessity and the principle of self-defence, since their both remaining on the same weak plank is a mutual though innocent attempt upon and endangering of each other's life." But Sir William Blackstone, in another part of the same volume, points out that under no circumstance can an innocent man be slain for the purpose of saving the life of another who is not his assailant; and he says, therefore, though a man be violently assaulted, and hath no possible means of escaping death but by killing an innocent person, this fear and force shall not acquit him of murder, for he ought rather to die himself than escape by the murder of an innocent; but "in such a case he is permitted to kill the assailant, for there the law of nature, and self-defence, its primary canon, have made him his own protector." Bishop, in his "Criminal Law," a high American authority, supports this view, and it is the more important, as he refers to the American case to which I have before alluded. It is impossible to say that the act of Dudley and Stephens was an act of self-defence. Parker, at the bottom of the boat, was not endangering their lives by any act of his; the boat could hold them all, and the motive for killing him was not for the purpose of lightening the boat, but for the purpose of eating him, which they could do when dead, but not while living. What really imperilled their lives was not the presence of Parker, but the absence of food and drink. It could not be doubted for a moment that if Parker was possessed of a weapon of defence—say a revolver—he would have been perfectly justified in taking the life of the captain, who was on the point of killing him, which shows clearly that the act of the captain was unjustifiable. It may be said that the selection of the boy—as, indeed, Dudley seems to have said—was better, because his stake in society, having no children at all, was less than theirs; but if such reasoning is to be allowed for a moment, Cicero's test is that under such circumstances of emergency the man who is to be sacrificed is to be the man who would be the least likely to do benefit to the republic, in which case Parker, as a young man, might be likely to live longer, and be of more service to the republic than the others. Such reasoning must be always more ingenious than true. Nor can it be urged for a moment that the state of Parker's health, which is alleged to have been failing in consequence of his drinking the salt water, would justify it. No person is permitted, according to the law of this country, to accelerate the death of another. Besides, if once this doctrine of necessity is to be admitted, why was Parker selected rather than any of the other three? One would have imagined that his state of health and the misery in which he was at the time would have obtained for him more consideration at their hands. However, it is idle to lose one's self in speculations of this description. I am bound to tell you that if you are satisfied that the boy's death was caused or accelerated by the act of Dudley, or Dudley and Stephens, this is a case of deliberate homicide, neither justifiable nor excusable, and the crime is murder, and you, therefore, ought to find a true bill for murder against one or both of the prisoners. You will, perhaps, be good enough to say whether, with reference to the mate Stephens, there is evidence which will satisfy you that he was abetting or aiding or sanctioning the conduct of Dudley. If so, you will find a true bill against him. In his statutory examination on oath he says that the master (Dudley) selected Parker as being the weakest, that he agreed to this, and that the master accordingly killed the lad. Unless you disbelieve him, therefore, you will find a true bill against him as well as Dudley. I may say that Captain Dudley seems to have made no secret of what has taken place and to have voluntarily furnished all the evidence against himself, although it is quite true that the course taken by the magistrates, very properly, in making Brooks a witness supplies also evidence for the prosecution. The case having taken place on the high seas, and being a case of British subjects, is one which, by statute, is triable here. No person who has read the details of this painful case but must be filled with the deepest compassion for the unhappy men who were placed in this frightful position. I have only in this preliminary stage to tell you what the law is, but if you should feel yourselves bound to find the bill, I shall then take care that the matter shall be placed in a form for further consideration if it becomes necessary. I think I am bound to do this after the reports of the cases I have mentioned in Puffendorf and in the American reports, and the report of the Criminal Law Commissioners. The matter may then be carefully argued, and if there is any such doctrine as that suggested, the prisoners will have the benefit of it. If there is not, it will enable them, under the peculiar circumstances of this melancholy case, to appeal to the mercy of the Crown, in which, by the Constitution of this country (as a great lawyer points out), is vested the power of pardoning particular objects of compassion and softening the law in cases of peculiar hardship.

OBITUARY.

MR. CHARLES SPILMAN TODD.

Mr. Charles Spilman Todd, solicitor, town clerk of Hull, died at his residence at that place on the 27th ult., at the age of seventy. Mr. Todd was born in 1813. He was admitted a solicitor in 1841, and he had for many years a large private practice at Hull. He had been for forty years connected with the corporation. In 1854 he was elected a councillor for North Myton Ward, and two years later he served the office of sheriff. He was clerk to the Hull Board of Health from 1859 till 1876, when he was elected town clerk of the borough, and he filled that office until his death. He was also registrar and deputy-judge of the Borough Court of Record, and he was a perpetual commissioner for the North Riding of Yorkshire and for the town of Kingston-upon-Hull. Mr. Todd was buried at the Hull General Cemetery on the 30th ult., the Mayor of Hull and many members of the legal profession being present at the funeral. The Hull Town Council have unanimously passed a vote of sympathy with the widow and family, with an expression of their sense of the value of Mr. Todd's long public services.

SOCIETIES.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 6th of November, the following being present—viz., Mr. Boodle (chairman) and Messrs. Collipar, Desborough, jun., Sawtell, H. Tylee, E. W. Williamson, and A. B. Carpenter (secretary); a grant was made to the widow of a member and to the widows of two non-members, one new member was elected, and the ordinary general business was transacted.

LAW STUDENTS' JOURNAL

COUNCIL OF LEGAL EDUCATION.

In connection with the general examination of students of the Inns of Court, held at Lincoln's-inn Hall, on the 20th, 21st, 22nd, and 23rd of October, the Council of Legal Education have awarded to the following students certificates that they have satisfactorily passed a public examination:—Edmund Acres Bagshawe, Middle Temple; Frederic Gorell Barnes, Oliver Eaton Boddington, Archibald Henry Bodkin, John Lee Booker, Alfred John Bowman, and Edward Egerton Hanson Brydges, of the Inner Temple; Louis Matthew Cantlon; Middle Temple; Charles William Chitty, William Hey Cobb, Francis Cochran, and Hugh Bertram Cox, Inner Temple; Arthur Herbert Davis and Peter Alexander de Rosario, Middle Temple; Havilland Walter de Sausmarez and Richard Marcus Gordon Dill, Inner Temple; Henry William Disney, Lincoln's-inn; Montague John Druitt and Percy Francis Du Croz, Inner Temple; Khirode Behay Dutt, Lincoln's-inn; Ewald August Esselen, Inner Temple; Edward Albert Gait, Middle Temple; Robert Thomas Gill and Henry Rider Haggard, Lincoln's-inn; Robert William Frederick Harrison, Inner Temple; Walter Parry Heskett-Smith, Lincoln's-inn; Thomas Wagstaffe Haycraft, William Oliver Hodges, and Llewellyn Wynne Jones, Inner Temple; Clement Boulton Royland Kent, Gray's-inn; Clifford Kitchin, Lincoln's-inn; Pandit Shyamaji Krishnavarma and John Highfield Leigh, Inner Temple; Benjamin Scott Foster Macgeagh, Middle Temple; Edward Charles Macnaghten, Lincoln's-inn; Mohammed Abdool Majid, Middle Temple; Robert Manuel, Inner Temple; Henry Merrick, Middle Temple; Jijibhai Edalji Modi, Lincoln's-inn; Thomas Moore, Alfred Cyril Morasso, and Charles James Morris, Middle Temple; Arthur Turnour Murray, Lincoln's-inn; Norman Macdonald St. John Marsdin Newton, Inner Temple; Moung Bah Ohn, Middle Temple; Francis Plumptre Beresford Osmaston, Inner Temple; William Edward Oswell, Middle Temple; Edward Hare Pickersgill, Inner Temple; Pliny Henry Pisani, Middle Temple; Ernest Murray Pollock, Inner Temple; Leslie Probyn, Arthur Philip Quicke, Edward Rushton, Arthur Clavell Salter, and Charles Douglas Scott, Middle Temple; Alexander George John Stewart, Edgar Storey, and Arthur Edward Swift, Inner Temple; Israel Alexander Symmons, George Paul Taylor, Syed Mohamed Habib Ullah, Joseph Vintcent, and William Montgomery Fairlie Waterton, Middle Temple; and Robert Younger, Inner Temple.

The following students passed a satisfactory examination in Roman law:—Alfred Armitage Baker, Lincoln's-inn; Francis John Brownlow Bethune, Reginald Childers Culling Carr, and Edward Chandos Cholmondeley, Inner Temple; Edward Clayton, Gray's-inn; Hon. Gilbert Coleridge and Hon. Stephen William Buchanan Coleridge, Middle Temple; William Thomas Arthur Crosby, George Courtauld, John Grathan Dickson, and Charles Frederic Duncan, Inner Temple; Francis Fitzgerald and John Duncan Forbes, Middle Temple; Kumar Shri Harbhamji, Lincoln's-inn; William James Hill and George Smith Eugene Humphreys, Inner Temple; Mohammad Abdul Jall, Middle Temple; Herman Le Roy, Inner Temple; Ralph Robert Lumley, Middle Temple; Michael Gallwey M'Namara, Richard Edmund Mitcheson, and Frank Morris, Inner Temple; Charles Herrman Oertel, Lincoln's-inn; Harold Edmond Petherick and Thomas Crispe Poole, Middle Temple; Charles Gray Robertson, Inner Temple; Henry William Kent Roscoe, Arthur Joseph Russell, Byramji Colabavala Rustamji, and Arthur O'Ferrall Shaen, Lincoln's-inn; Cecil Smith, Charles Edward Drummond Telfer, and Michael Henry Temple, Inner Temple; Namaswayam Tyagaraja and Charles Herbert Tylee, Lincoln's-inn; Edwin Drake Sealey Vidal, Inner Temple; John Philip Fairbairn Watermeyer, Middle Temple; Francis Watt and Reginald Cooper Willis, Gray's-inn; and Charles Wilson Middle Temple.

UNIVERSITY OF CAMBRIDGE.

Chancellor's Medals for Legal Studies.

The Special Board for Law call attention to the unsatisfactory working of the examination for the Chancellor's medal for legal studies. The prize is now open to candidates for the Law Tripos and to graduates under the standing of M.A. or LL.M. The number of candidates in 1881 was three; in 1882, one; in 1883, four; and in 1884, one. No medal was adjudged in the last two years. Of the various modes suggested for utilizing what ought to be a great distinction, there appear to the board only two practically available. One is to award the prize for an essay on some selected topic; the other to employ it as a means of raising the standard among the numerous and increasing candidates for the Law Tripos. When the scheme for the Chancellor's legal medal was originally framed the Law Tripos did not exist. The object which the framers had in view is now efficiently met by that tripos; and experience has shown that an additional course of legal study does not succeed in attracting adequate competition. The question of awarding the medal for an essay has been thoroughly discussed, and ultimately abandoned by the board. It is felt that work of any real utility can hardly be expected, except on the condition of subsequent printing, and the expense of such printing cannot be borne in the case of a medal, as it might in the case of a money prize. The board have, therefore, decided to renew their original proposal made in 1880, but rejected, in the modified form of giving the medal for a special part of the tripos examination; leaving the competition, as before, open to persons other than candidates for the tripos, who are qualified under the original regulations. The Long Prize has been recently devoted to the special encouragement of Roman law and jurisprudence among the tripos studies; international law has the extra attraction of the Whewell Scholarship; but English law is at present left without special endowment. The board consider that its study would receive a most valuable stimulus if the present medal were awarded for exceptional merit shown on the constitutional history and law of England and the principles of English law in general. They therefore recommend, subject to the approval of the Chancellor, that the Chancellor's medal for legal studies be henceforth called "the Chancellor's medal for the encouragement of the study of English law," and that the regulations for the prize run as follows:—1. The prize shall be awarded by the examiners for the Law Tripos to the candidate who shall be most distinguished in those parts of the Law Tripos Examination which relate to English real property law, English personal property law, English criminal law, and English legal and constitutional history; provided that such prize shall not necessarily be awarded in each year, but only in cases of exceptional merit. 2. The examination for the prize shall be open to all candidates who have presented themselves for the Law Tripos of the current year; to all students who, having passed the examinations entitling to admission to the title of Bachelor designate in Arts or Law, are not of sufficient standing to be created Masters of Arts or Law; to all students who, having taken the degree of Bachelor of Arts *jure natalium*, are not of sufficient standing to be created Masters of Arts; and to all students in medicine of not more than seven years' standing since matriculation, who shall have passed both the examinations for the degree of Bachelor of Medicine. 3. No person who has gained the prize shall be admitted as a candidate for it a second time.

A COURT FOR COMMERCIAL CAUSES.

Mr. John Forbes, Q.C., writing to the *Times*, suggests the following scheme for meeting the demand for a commercial court:—Let one of the judges of the High Court, selected (if thought advisable) on account of his special knowledge of mercantile affairs, be appointed judge of a court for the summary determination of mercantile causes. Like the Chief Judge in Bankruptcy, he might sit as judge of such court only one day a week, or on several or on every working day, according to the amount of business brought before him; of course, when not presiding as judge of such court, he would act as any other judge of the High Court. As Lord Bramwell has proposed for a court of arbitration, give such judge jurisdiction all over England and over all sorts of cases, and let him not be bound by any rule of evidence whatever, for there is no danger in this where the tribunal is a trained lawyer. Let the plaintiff summon his opponent by a writ issued out of the High Court in the ordinary way, indorsed with a general statement of his claim, and with a notice that the defendant is required to appear before the judge of the court for the summary determination of mercantile causes on a day named, which would be ascertained at the office where the writ was issued, and which would be the day on which the case would be actually in the list. On the return of the summons, and on the case being called (the list being gone through for the purpose of obtaining assent to the jurisdiction before the trial of any actions on that day), the parties would appear by themselves or by their representatives, and, on a short oral statement of his complaint by the plaintiff, the judge would ask the defendant if he consented to the cause being tried in a summary way. If he did not consent, the case would be struck out of the list and the action would proceed according to the ordinary practice of the High Court. If the defendant did consent, the cause would then stand over till it was called in its order for trial, either on that or on any other day to be fixed by the judge. When the case was called on for trial the parties would then fully state their respective grounds of claim and defence. If the matter in dispute was found by the judge to be a question of law arising on undisputed facts, or on the construction of documents which he had before him, he might give judgment then and there, or he might adjourn the cause to a day to be named for the production of witnesses or documents, or, in a matter of difficulty or great importance, for the purpose of considering his judgment. If the facts in dispute were of such a character as to be ascertained most readily and cheaply by independent persons conversant with the trade, as, for instance, the common question whether the bulk was equal to a sample on a sale of goods by sample, and, if not, what was the depreciation in the value in consequence, the judge could act upon the provisions of the Judicature Act of 1873, and appoint one or more assessors, having the necessary technical knowledge, selecting such persons out of a list of those able and willing to act annually prepared by the Chamber of Commerce, and then, with or without the assistance of such assessors, the judge could decide the case finally so far as the facts, and also finally so far as matters of law were concerned, unless leave to appeal to her Majesty's Court of Appeal was given by him. The judgment would be enforced according to the usual practice of the High Court. If such a court was established, and found to work satisfactorily, as I believe it would, the defendant might be prevented (except by leave of the judge) from withdrawing any mercantile dispute from the decision of the tribunal. Before such a tribunal the cost and delay of proceedings preliminary to a hearing would be inappreciable. The facts would be ascertained by the judge himself, if best fitted for his determination, and by him with the assistance of mercantile assessors where special technical knowledge was desirable. This would dispense to a great extent, if not altogether, with the costly and not always satisfactory evidence of scientific witnesses—the most expensive of any class of witnesses—and the legal rights of the parties would be determined by a judge whose position as a judge of the High Court

would necessarily inspire confidence, and who, if he felt any real doubt about the law governing the case, could let the unsuccessful litigant bring the matter in an inexpensive way before her Majesty's Court of Appeal. Such a court would probably be less objectionable and more satisfactory and also less costly than the establishment *de novo* of any court of arbitration independent of the High Court could be. Unless the law was changed recourse would have to be had to the courts of law to enforce the awards of a court of commercial arbitration, and possibly in some cases to set aside their decisions for irregularity or mistakes committed during the hearing of the case. The tribunal I have suggested would really not add anything to the cost of the present judicial tribunals, and if it did withdraw a judge from his ordinary work for a great part or even the whole of his time the work he could do in such a court and with the procedure suggested would more than compensate for his absence from the ordinary tribunals of justice.

LEGAL APPOINTMENTS.

Mr. William Markby, D.C.L., reader of Indian law in the University of Oxford, has been appointed a Curator of the Oxford Indian Institute.

Mr. Arthur Henry Chantrs, solicitor (of the firm of Turner & Chanter), of Wotton-under-Edge, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Richard Fell Steble, solicitor, late of Liverpool, who has been elected M.P. for the borough of Scarborough in the Liberal interest, is the son of the Rev. John Hodgson Steble. He was born in 1835, and he was educated at Rossall School. He was admitted a solicitor in 1858, and he practised for several years at Liverpool. Mr. Steble is a magistrate for Lancashire and the city of Liverpool, and he was elected Mayor of Liverpool in 1874 and again in the following year. He was Lieutenant-Colonel in the 1st Lancashire Volunteers from 1867 till 1876.

Mr. William Walton, solicitor (of the firm of Walton, Bubb, & Walton), of 101, Leadenhall-street, has been appointed a Member of the Royal Commission on Merchant Shipping. Mr. Walton was admitted a solicitor in 1866.

The Right Hon. John George Dodson, barrister, has been raised to the Peerage with the title of Baron Monk Bretton, of Conyboro. Lord Monk Bretton is the only son of the Right Hon. Sir John Dodson, Dean of the Arches, and was born in 1825. He was educated at Eton, and at Christ Church, Oxford, where he graduated first class in classics in 1847, and he was called to the bar at Lincoln's-inn in Trinity Term, 1853. He was M.P. for the Eastern Division of the county of Sussex till 1874, when he was returned for the city of Chester. In 1880 he was unseated on petition, but he has since represented Scarborough. He was Chairman of Committees in the House of Commons from 1865 till 1872, and was sworn in as a Privy Councillor on resigning that post. He was Financial Secretary to the Treasury from August, 1873, till February, 1874, and President of the Local Government Board from April, 1880, till December, 1882, when he became Chancellor of the Duchy of Lancaster. Lord Monk Bretton is a magistrate and deputy-lieutenant for the county of Sussex.

Mr. Robert Anderson, barrister, LL.D., has been appointed Secretary to the Royal Commission on Merchant Shipping. Mr. Anderson is an LL.D. of Trinity College, Dublin. He was called to the bar in Ireland in 1863, and he was called to the bar at the Middle Temple in Easter Term, 1870. He was appointed secretary to the Commissioners of Prisons in 1878.

Mr. Henry Watson Parker, solicitor (of the firm of Parker, Ellis & Parker), of Rectory House, St. Michael's Alley, Cornhill, is to be appointed a member of the Royal Commission on Merchant Shipping. Mr. Parker was admitted a solicitor in 1853.

NEW ORDERS, &c.

COUNTY COURTS.

I, the Right Honourable Roundell, Earl of Selborne, Lord High Chancellor of Great Britain, do, under the powers vested in me by the County Court Rules, 1875, hereby order that the offices of the county courts may be closed on the twenty-fourth, the twenty-sixth, and the twenty-seventh days of December, 1884.

Given under my hand this twenty-fourth day of October, 1884,

Selborne, C.

On Wednesday, before Mr. Registrar Pepys, *In re J. Seymour Salaman*, an application was made for an order of discharge. The bankrupt, says the *Times*, a solicitor carrying on business at 12, King-street, Cheapside, filed a statement of affairs which showed debts amounting to £34,502, and there were no assets. He attributed his failure almost entirely to liabilities contracted in connection with the purchase and rebuilding of the freehold premises, 16, Tokenhouse-yard. The official receiver reported that this was a building speculation into which the bankrupt entered in January, 1877, without having, apparently, any capital, and which he carried on with borrowed money. The bankrupt stated that he had lost between £1,200 and £1,500 on the Stock Exchange, but since 1878 he had no transactions of a similar nature. His expenditure for the last three years had been about £600 per year, and his professional income about £500, the difference having been made up with the assistance of friends. The official receiver submitted that the bankrupt had been guilty of rash and hazardous speculations. The bankrupt having been examined at some length, the application was adjourned for a week.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, Nov. 10	Mr. Lavie	Mr. Farrer	Mr. Jackson
Tuesday 11	Pugh	Teesdale	Carrington
Wednesday 12	Lavie	Farrer	Jackson
Thursday 13	Pugh	Teesdale	Carrington
Friday 14	Lavie	Farrer	Jackson
Saturday 15	Pugh	Teesdale	Carrington
	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Nov. 10	Mr. King	Mr. Pemberton	Mr. Clowes
Tuesday 11	Merivale	Ward	Koe
Wednesday 12	King	Pemberton	Clowes
Thursday 13	Merivale	Ward	Koe
Friday 14	King	Pemberton	Clowes
Saturday 15	Merivale	Ward	Koe

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

MICHAELMAS SITTINGS, 1884.

(*Continued from page* 13.)

In re Sir W Hutt, decd Bowes v Hutt act
Geary v Sun Permt Benefit, &c, Society act and m f j
Browne v Sanderson act
Sadgrove, trading as Sadgrove & Co, v Pullinger act and m f j
Saunders v Brading Harbour Improvement, &c, Co act
Ryde Pier Co v London and S W Ry Co act
Martin v Martin act
Theobald v Collings act
Schreiber v Dinkel act
James v Counchman act
Ford, on behalf, &c, v Incorporated Law Society act
Shorrock v Darwen Paper Mills Co ld act
Morten v Hoek act
Collett v Young act
Rogers v Jones Jones v Rogers act
Domaine v Domaine act
In re Sutcliffe, decd Mitchell v Sutcliffe act
In re Dyer, decd Dyer v Bennett act
Ogden v Coggin act
In re Sir R Smart, decd Rashleigh v Sharpe act
Gardner v Tapling act
United Telephone Co ld v Hoarder act
Pellow v Life Assoc of Scotland act
In re Prince Bathyany Strattman, decd Prince Bathany Strattman v Walford act
In re Morgan, decd Gloucestershire Banking Co v Thompson act
Hart v Purnell Purnell v Hart act
Mayor, &c, of Swansea v Brenton act
Rayney v Simpson (In re bankruptcy of B Scott and Malden Loan, &c, Co) act
Manning v Allen act
Stewards and Co v Weston act
Seotney v Lomer act and m f j
Walter v Moore act
Bolton v Mills act and m f j
Bourne v Skipp Eagleton v Bourne act
Whitestone v Woodhouse act
Heslop v Richmond act
Chilton v Baylis act
Jones v Andrews act
Phelps v Baxendale act
Plantagenet-Harrison v Hazell act
Standard Discount Co ld v Brunton, Bourke & Co act
Beauclerk v Shaw act
Gates v Mount act
Neath Water Co v White act
Allhusen v Brooking act
In re Harvey, decd Harvey v Lambert act
Walker v James act
Wheatley v Silkstone and Haighmoor Coal Co ld and ors act
Taylor v East Barnet Valley Local Bd act

Before Mr. Justice Pearson.
Causes for Trial
(without witnesses and Adjourned Summonses.)
(Classes II. and III.)

Arnold v Allen act
In re Morgan Rees v Morgan m f j
Carnochan v Ireland act
Lord Muncaster v Skerghaes Pier Co m f j
Walker v Maughan act
Leigh v Steele act & sumns
In re Coussens Coussens v Coussens m f j & adj sums
In re Turnbull Turnbull v Turnbull s c
In re Evans, Evans v Daires act
Wright v Little act
In re Kirk Nicholson v Kirk act & m f j
Clennell v Clennell m f j
Sneyd v Sneyd act
Berridge v Humby act
Barnaby v Equitable &c. Society act
Miles v Gard act and m f j
Todd v Fryer adj sumns
Houston v Marquis of Sligo point of law
In re Evans Hughes v Austen-Leigh adj sumns
Bayly v White act
Wilson v Barnes act
In re Browne Bell v Browne adj sum
Watson v Young adj sum
Davis v Rikins m f j
Mottershead v Webster adj sum
Garlant v Pallett adj sum
In re De Solla Simmons v Van Biene adj sum
In re Gt D'Kreaby Mining Co ld adj sum
Ferns v Carr adj sum
In re Adderley Adderley v Douglas adj sum
In re Corrie Chase v Brandreth adj sum
Bannister v Harris adj sum
In re Daw Hobbs v Mitchell adj sum
In re Marseilles Extension Ry Co &c adj sum (appln of J H Smallpage)
In re Same (appln of Messrs Brandon) adj sum
In re Wisner Gordon v Wisner adj sums
In re Stephens Stephens v Stephens adj sums
Strickland v Weldon adj sums
Sutherland v L & S W Ry Co act
In re Hart Hart v Hernandez adj sums
In re Chessell Morfell v Harper sp c
In re Hattersly Bottom v Gooddy adj sums
Barber v L & N W Ry Co sp c
In re Young Frye v Sullivan sp c
In re Crawley Acton v Crawley adj sums
In re Payne Acton v Payne adj sums
In re Thomas Langdon v Thomas adj sums
In re Trevelyan Trevelyan v Trevelyan adj sums
In re Digby Digby v Rose adj sums
In re Clarke Ennion v Clarke adj sums
In re Betts & S L Act adj sums
In re Lee Lee v Bellhouse adj sums
Thomas v Aberdare &c Co ld m f j
In re Weston Salmon v Hall adj sums

In re France France v Hammon adj smns
Delves v Newington adj smns
In re Sutton Stoke v Attorney-Gen adj smns
In re Wall Durham v Barneby adj smns
In re Richman Smith v Rose adj smns
In re Nash Nash v Nash adj smns
Hounstoun v Marquis of Sligo jurisdiction &c
Altschul v Todd m f j
Banfield v Ricketts act
In re Wilson Wilson v Wilson act
Ferguson v Peter Dixon & Sons ld act
Ferguson v Carlisle City & Bkg Co ld
Short v Parker act
Buckland v Sadgrove act
London Land Co v Harris act
Fleet v Managers of Met Asylum act Nov 4

Further Considerations.

Hallett v Clarke fur con pt hd
In re Hildick Hipkins v Hildick fur con (short)
In re Symons Luke v Tomkins fur con & smns
Batten v Wedgwood Coal &c Co fur con & 3 smns
In re Dicconson Riddell v Dicconson fur con
In re Lees Hollinshead v Lees fur con
Mills v Tasker fur con (short)
Purcell v Jones fur con
In re Klobe Kannreuther & Co v Geiselbrecht fur con
In re Pearson Pearson v Pearson fur con
In re Cranfield Cranfield v Fisher fur con
In re Strickson Crawley-Chew v Crawley fur con
In re Whittle Whittle v Neilson fur con
Hurst v Hurst fur con
In re Chandler Chandler v Bellinger fur con
In re Douglas Wood v Douglas fur con
In re Adams Gray v Smith fur con
In re Procter Walker v Procter fur con
In re Batty Danger v Batty fur con

Adjourned Summonses.
(Class IV.)

Boswell v Coaks (expte plts)
Same v Same (expte deft C J Bunyon)
Same v Same
In re Bateman Bateman v Mason
Borthwick & Co v Ransford
Bull v Malta Ry Co (ex pte plt)
In re Johnson to Tustin & V & P Act
In re Snodin Shipman v Snodin
In re Pandora Theatre Co & Co's Acts
Marquis Camden v Murray & Marquis Camden's S E
In re City & District Bank of London & Co's Acts
In re Montagu In re Wroughton Montagu v Festing
In re Holford McMahon v McMahon
Andrew v Higginbottom
Witham Local Board v Oliver (plts)
Witham Local Board v Oliver (plts for taxn)
Trott v Buchanan
In re Ainslie Ainslie v Ainslie
Landowners West of England &c Co v Ashford
Jennings v Foster
In re Blakeley Wickham v Digby
In re Ainslie Swinburne v Ainslie
In re Davies &c (taxn)
In re Mierhoff Hempleman v Mierhoff
In re Price's Candle Co &c & Trade Mark Act
In re Deane & Secretary of State for War
In re Knowle's Settlement
In re Rooper & anr
In re Thorpe Vipont v Ratcliffe
In re McConnell Sanders v McConnell
In re Phœnix Electric Light &c Co
In re Weddall & ors
In re Simon's Reef Gold Mining Co &c
In re May Hempsted v May
In re Moore Moore v Hallam
Rasbotham v Shropshire &c Co
In re Searle & Pyall & V & P Act
In re Tidcombe & Lewis & V & P Act
In re J T Judd & Trustee Relief Act
Pearson v Dangerfield
Pedley v Rogers
Litchfield v Jones
Laurence v Pennington
Same v Same
Thompson v Thompson
Singleton v Preston
Otto v Sterne
In re Roman Gravels Boundary &c
In re Hartley Stedman v Dunster
In re Miles Miles v Miles
In re British & Foreign Comestibles &c Co & Co's Acts
Beach v Same Co
Litchfield v Jones
In re Wigley Harris v Russell
In re Thomas Thomas v Thomas

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MICHAELMAS SITTINGS, 1884.

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117 Huddle and Co (Cole and B) v Bennett (J Rae)
118 Millburn and Co and ors (W A Crump and Son) v New Zealand Shipping Co ld (Hollams, Son and Co)
119 West India Graving Dock Co ld (Roberts and B) v Japp and anr (T. Cooper and Co)
120 Voinet and anr (N Argles) v Barrett and ors (G H Hall)
121 Mosler (Dod and L) v Styles (W Temple)
122 Bedford (Crosley and B) v Eyeare (Greenfield and A)
123 Crossley and anr (J and C Attenborough) v Horsey and ors (Duffield and B)
124 Foakes (Snell, Son and G) v Carter (Bridger and C)
125 Waterford Steam Ship Co ld (Cattarns, J and H) v Price and ors (Parker, G and P)
126 Mac Lean (Indermaur and C) v Currie (West, K A and Co)
127 Ipswich Permt. Money Club ld. (Aldridge, T and M) v Robinson (H E Kisbey)
128 Gethen (Lumley and L) v Elborough (Allingham and P)
129 Argles (Linklater and Co) v Watson, Smith and Watson (Davis, Son and Co)
130 Harrison (R Chapman) v Barker and Co Whittington, Son and B)
131 White (J and C Attenborough) v Barwick and Co and anr (White, B and Co)
132 Newell (C G Hobbs) v Lunn (Morley and S)
133 Bissell (S F Taylor) v Fox, Bros and Co (Reed, L and R)
134 Wood (Burgess and Co) v Hayes (W R Helmore)
135 Ford and Wife (R B Poe) v Madwin (Crossfield and Sons)
136 London and Hanseatic Bank ld (Trinders and R) v Seligsen and Co (W G Morris)
137 Bradwell (Sutton and C) v Grain (Humphreys and Son)
138 Frits (G H Hall) v Amory (Travers Smith and B)
139 Ormsby (Houghtons and B) v Austin (C M Barker)
140 Austin (C M Barker) v Ormsby (Houghtons and B)
141 Darvall (Travers Smith, H and B) v Monckton (J. E. Walker)
142 Orr (Munton and M) v S E Ry Co (W R Stevens)
143 Mills (C G Hobbs) v Whitby and anr (Alsop, M and Co)
144 Neal (Corsellis, Son and M) v Jackson (A Myers)
145 Matthewson (Noon and C) v Campbell (Mackreth, B and W)
146 Wallis (Newman, S and H) v Watson and ors (G Davis, Son and G)
147 Nat Provincial Bank of England (Wilde, B and M) v Breslauer, sued, &c (Crundall and Co
148 Same (Same) v Schreiber, sued, &c (Same)
149 Selwyn (W H Smith and Son) v Halsey and anr (S R Bennett; T Hack)
150 Cooks and ors (Talbot and T) v Cracknell (Hallett and W)
151 Meinecke (J F S Cridland) v Mauritius Steamship Co ld (J Hayward)
152 Gangloff (Hatton and W) v Bonely (R W Busby)
153 Kerr (Lumley and L) v Scott (C J Inglis)
154 Cooper (Fardell and D) v Cooper and anr (Sole, T and K)
155 Willis, Winder and Co (A Willis) v Coombe (Abbott, J and Co)
156 Manchin (W G Brighten) v Spencer (Pearce and Sons)
157 Beer (Lumley and L) v Courtenay (Lake B and L)
158 Lamb (Fowler and Co) v Smith (Lewis and Sons)
159 Bithray (Mills, L and M) v Cooper (Cole and J)
160 Falcke (Tibbitts and Son) v Girling (T F Chorley)
161 Angier Bros (Botterell and R) v Stewart Bros (Kearsey, Son, and H)
162 Few and anr (Travers S and B) v Foster (Stacpoole and Son)
163 Smith (J Hands) v Williamson and ors (Fielder and S; Heales and Son)
164 Hawkes (W Whitfield) v Merchant (W Arnold)
165 Wood (F J Wood) v Meakin (Keeping and Co)
166 Nicholson's Discount Co (Linklater and Co) v Read and anr (C F C Lawes and Co)
167 Meihe (W F Tarn) v Borgen (H H Hughes)
168 Oliver (Ingledew, I and Co) v Starr (R Parker)
169 Kilner (Burn and G) v Lavalee (C Harcourt)
170 Mears (Pearce and Sons) v Besley (In Person)
171 Rimell (A F Benning) v Knowles (F A Brabant)
172 Cronin (A C Cronin) v Rogers and ors (Woodbridge and Sons)
173 Foulks (Beall and Co.) v Quartz Hill &c. Mining Co ld (Snell, Son & G)
174 Eldred and anr (W. H. Smith and Son) v. Cottam (R Robinson)
175 Lacon and anr (Dubois, R and W) v Eastern and Midland Ry Co (Mathews and B)
176 Morgan and anr (G H Finch) v Dodson (W. G. Brighton)
177 Wallis (S H Behrend) v Grant (W Back)
178 Cheeswright (Dollman and P) v Lucas and anr (Hallett and W)
179 Wilkins (J G Dalzell) v Scinde, Punjaub and Delhi Ry Co (Hollams, Son and C)
180 Tullett (Fowler and Co) v Thompson (Newton and W)
181 Blake (T Durant) v Hummel (A F Church)
182 Halling (Lumley and L) v Woolloton (W Maynard)
183 Jacobs (Pritchard and Sons) v Great Western Ry Co (R B Nelson)
184 Vallance ((Vallance and V) v Weil (Carr and Co)
185 Betteley (E Betteley) v Davis (Hogan and H)
186 Leatham (Emmet, Son and H) v Hamer (Burton and Co)
187 Speller (Nye and G) v Jacobs and Co (Hicklin, W and P)
188 Goldstein (Wainwright and B) v Preston (Clark, W and Co)
189 Harper (J Myers) v Blumberg (M Abrahams and Co)
190 Cheese (Meredith and Co) v Green, Price, and ors (Ingram, H and I)
191 Fry (Pritchard and Sons) v Morgan (Crowder A and V)
192 Rowlands (G Jones) v Craignant Bach Lead Mining Co (Pearce and sons)
193 Daw and anr (T Sampson) v Box (A J Harman)
194 Dodd (Boulton, Sons and S) v Wade and ors (W F Morris)
195 Cunningham (P G Gorton) v Stewart (R H Wilkins)
196 Guattari (W W Nicholson) v Mc Naught and Co (J Wheatley)
197 Burton (E Pope) v Hughes (Torr and Co)
198 Moore and Grey, ld (R Chivers) v Sebright (G E Kaye and Co)
199 Lloyd (Howard and S) v Harris (Child and Son)
200 Alliance (Nisbet and D) v Winser (In Person)
201 Creasy (Lewis and Sons) v Webster and ors (Hallet and W)
202 Strawson (Birchall, Wood and Co) v Buck (J Tickle)
203 Dick (Atkinson and D) v Winly (Ingledew, I and C)
204 Lowndes and anr (Campbell, R and H) v Nicol (Tyrell, Lewis and Co)
205 Woodruff (Robinson, P and S) v Machin Iron and Tin Plate Co (T White and Sons)
206 Chandler (T Durant, junr) v Goodison (J T Miller)
207 Hamlyn and Co (R F Hodgson) v Austro-Bavarian Lager Beer Brewery, &c, Co, ld (Goodhart and M)
208 Japp (J Curtis) v Powell (Miller, S and B)
209 Great Rex (Bolton, R B and Co) v Jervis (Lumley and L)
210 Gopfert (A F Church) v Ungar (J Davis)
211 Rowell (Travers, Smith and B) v Giffard (Stacpoole and Son)
212 Same (Same) v Linsdell and anr (Same)
213 Moody (Pedley and B) v Higbott (Carrit and Son)
214 Barron and anr (R Raphael) v (Ehlers, Seels and Co (Hilbery and Co)
215 Pitman (Kingsford, D and Co) v Hine (S G Warner)
216 Gibbs (H J Comyns) v Hermann (Mozley and D)
217 Rowsell and anr (Baker, B and H) v Saunders (H H Sheard)
218 Bliss (Shepheard and Sons) v Elmslie (Rooke and Sons)
219 Williams (J Tickle) v Garle and Co (Monk and Co)
220 Gray (Brady and Son) v D'Hunay (B Davis)
221 Swire (A F Church) v Kempster (M T Hodding)
222 Ecclesiastical Commrs for England (White, B and Co) v Allingham (Keene, M and B)
223 Freeman (Gedge, K and M) v O'Dowd (T Johnson)
224 Gutteridge (W Tanner) v Miles (Preston and Co)
225 Bompas (Newman, H and Co) v Ross (Lumley and L)
226 West (Executrix) (R Charles) v Kelso (Miller and M)
227 Cater (Bircham and Co) v Vernon and anr (Walker and M)
228 Marie (T and E T Bandall) v Fortin and anr (Hatton and W)
229 Colliver (N Bennett) v George (S Solomon)
230 Levy (J Davis) v North Met Tramways Co (H C Godfrey)
231 Lloyd (Hicklin, W and P) v Pritchard (Keene, M and B)
232 Reynolds (Palmer and B) v Marshall (Loy and L)
233 Dufourcet and Co (Houghtons and B) v Hall and Co (Thompson P and Co)
234 Harris and anr (Ingledew I and C) v Marcus Jacobs and Co (Lyne and H)
235 Jeaffreson (Lewis and L) v Russell (Steele and Co)
236 Stuart (Wells A and M) v United Telephone Co ld (Waterhouse, W and Co)
237 Cook (Phelps, S and B) v Holliday (D Bidlock)
238 Bayley (J Curtis) v Spalding (Hicklin, W and Co)
239 Allen (Miller, W and N) v British White lead Co ld (M Abrahams and Co)
240 Daniels (Wetherfield and Son) v Carpenter (Vanderpumps)

241 Hewitt (S Cotton) v Robinson and anr (Bridges, S H and Co)
242 Stein (In Person) v Box (A J Harman)
243 Taramona-Y-Saints (Botterell and R) v Priestman and Co (Hickin and G)
244 Fritz (G H Hall) v Clarendon (Leman, G and L)
245 Robinson (T Fadshead) v Rawlings (W Buttle)
246 Jonas Bros (Lewis and L) v Stokes (Robinson and S)
247 Laver (Kearsey, Son and H) v Hart (J Welman)
248 Central Bank of London, ld (Morten, C and Co) v Shepheard (J G Dalzell
249 Pratt (T R Apps) v Walsh (H R Jones
250 Fardell (Robins, C and K) v Powis (Wainwright and B)
251 Taylor (Peacock and G) v Buckland (West K and Co)
252 Bentley and anr, Trustees &c. (Childs and B) v Chamberlain (J A Hales)
253 Swift (Brandons) v Royal Italian Opera, Covent Garden, ld (J P Sweetland)
254 Vaughan and ors (Duncan, W and G) v Bishop (G F Hird)
255 Brind (Duffield and B) v Fox (De Jersey, M and Co)
256 Linnington, the younger (Wainwright and B) v Edmonds (Crowder and Co)
257 Anglia Steam Navigation Co (W A Crump and Son) v Croker (Walton, B and W)
258 Croft (C A Rase) v London and County Banking Co, ld (A E Francis)
259 Curtis, Trustee, &c. (Peacock and G) v Wainbrook Iron Co (Prior, B and Co)
260 McAnally and anr (Morley and S) v Crawfurd, Harvey and Co (W Rawlins)
261 City Permanent Benefit Building Society (Parker and P) v Power (Fielder and F)
262 Brown (W Maynard) v Lomath (T W Moore)
263 Dale, Reynolds and Co (Vanderpumps) v Dutton (G F Bird)
264 Nash (D E Chandler) v Park End Coal Co (Scott and B)
265 Ince (Lumley and L) v Sylvester (C H T Wharton)
266 Mirror Advertising Co, ld (Morley and S) v Griffiths, Berdoe and Co, ld (P J Burt)
267 Baldry (Johnson and M) v Blake (Edgell and B)
268 Ward (F Fitz Payne) v Eden (J Davies)
269 Sully (Trustees, &c.) (Wilkins and F) v Atkinson (F H Honey)
270 Tabor (E C. Rawlings) v Jones (G and W Webb)
271 Cropton (Parker and P) v Blaiberg (R F Hill)
272 Jones (Rye and E) v Sharpe (G B Howard)
273 Southey (Sorrell and Son) v Derham (In Person)
274 Chubb (E M Chubb) v Pankhurst (Blewitt and T)
275 Horsfall and Co (F Clift) v Moses (H W Catlin)
276 Rhodes (W Easton) v Turnbull and anr (Layton and Co)
277 Beaulieu (S B Abrahams) v Roy (T P Dixon)
278 Hill (Stones, M and S) v Masham and ors (W W Palmer)
279 Bartlett (Cornellis, Son and M) v Bartlett (W W Young)
280 Mallison and Co (Waltons, B and W) v Westoll (H C Cooke)
281 Stock (Beaumont and W) v Stock (C J Rawlings)
282 Pearson and ors (Janson C and P) v Evans (Greville and B)
283 Sanderson and Son (Nash and F) v Biddell Bros (Hollams, Son and C)
284 Hohly (Lousada and E) v Fischer (J N Jonas)
285 Prudential Assce Co Ld (Hanhart and G) v Yell (A G Ditton)
286 Few and anr (Travers, Smith and B) v O'Bryen (T Durant)
287 Joachimson (F Clift) v Anderson and Co (Harwood and S)
288 Mayor, &c. of Basingstoke (Elliott and A) v Basingstoke, &c. Water Works Co Ld (Palmer and B)
289 Nicol (Burn and G) v Heywood (C J L Gray)
290 Wingrove (Hillearys and Co) v Tubbs and anr (Chapple, W and Co)
291 Bower (C H Hall) v Bower (Mossop and R)
292 Loughlan (Wetherfield and Son) v McGregor (Ashurst, M C and Co)
293 Elkins and anr (Dawes and Sons) v Harrison and anr (S J Attenborough)
294 Pitt (Mosley and D) v Bryant (Bryant and D)
295 Harvey (Trustee, &c) (G Clark) v Hobson (E Linklater)
296 A Gibbs and Sons and ors (Waltons, B and W) v Lamport and anr (Pritchard and Sons)
297 Young and anr (S R Preston) v E W Todd (Collins and W)
298 Mead and Co (Young and Sons) v Ellis (G W Denis)
299 Fraser (Sandys and T) v Thomas (G Thomson)
300 Bray (B F French) v Peters and anr
301 Hill (G W Barnard) v Dodd (Hunt and Co)
302 Matthews and Co (Forbes and Co) v Smith and ors (Godfrey and R)
303 Lon. and County Bkg. Co Ld. (Harries, W and R) v Belcher (R T Webster)
304 Kirkman (Young and Sons) v Fennell (C Fennell)
305 Bowen (G M Cooke) v Saunders (Dixon, Ward and Co)
306 Taylor (R Chapman) v Martin and another (W. Arnold)
307 Ockmore (J Pearce) v McGrath (G F Hird)
308 Brown (W Maynard) v Blane and anr (J N Mason; J V Musgrave)
309 Nottingham Patent Brick Co ld (Torr, J G and O) v Butler (Aldridge, T and Co)
310 Wright (M Bradford) v Paul (G S Hare)
311 Gibbon (Langley, G and M) v Sladen (Hudson, M and Co)
312 Masterman (Brandons) v Kitson (Farrar and F)
313 Cobbett (Same) v Lamb (In Person)
314 Kekewich (Lake, B and L) v Browne (Gill and Co)
315 Sinclair (H. Pinker) v Richardson (Redpath and H)
316 Moffatt (Greenfield and A) Young v (A W Timbrell)
317 Johnstone (Bolton and Co) v Statter and Wife (Shaw and T)
318 Dowling (Carr and Son) v Stedman (Naunton and Son)
319 Great Holway Lead Co ld (Saffery and H) v Russell (G. Tilling)
320 Davies (Turner and Co) v Tatham (F C Greenfield)
321 Sebright (Kaye and G) v Fane (Lindus and B)
322 Burstall (Stevens, B and S) v Wells (Beyfus and B)
323 Inderwick (Garrard, J and W) v Ashwin (E H Smith)
324 Wright (Heathfield and Son) v Plush and anr (H E Pawley).
325 Ricketts (Brandons) v St Ledger (Lake and Co)
326 Fritz (G H Hall) v D'Arcy (Crump and Son)
327 Burn (A W Burn) v Haynes (Pontifex, H and P)
328 Young (R H Ward) v Jeffries (C Gilliat)
329 Greaves and anr (R W Wilkins) v Four Oakes Park Co ld and ors (Kingsford, D and Co)
330 Quin (Phelps, S and B) v Sell (Potter, S and Co)
331 Salting (W and J Flower and M) v Trevanion (Foss and L)
332 Plimsaul (G B B Norman) v Lord Kilmorey (Williams, J and W)
333 Salonstall (C A Bannister) v H M Adams and Co (Hindson, M and V)
334 Fox (Baylis and P) v Stone (Doyle and Son)
335 Wright (Lee and P) v Eborell (Mead and Sons)
336 Bolton (Kingsford, D and Co) v Warburg (G F Gray)
337 Havers (Phelps, S and B) v Jones (G and W Webb)
338 Nicolson (G and W Webb) v Taylor (N White)
339 Akankoo Gold Coast Mining Co ld (Baxters and Co) v Cankin Bamoo Gold Mines ld (G F Legg)
340 Schlesser, Bros (Munns and L) v South-Eastern Ry Co (W and R Stevens)
341 Farlow (Farlow and J) v Pintsch's Patent Lightning Co ld (Wilkins, B and D)
342 Moffat (Greenfield and A) v Douglas, Murray and Co (A and W Timbrell)
343 Thompson (Le Rich and Son) v Barnett (G. Castle)
344 Edwards (E Le Voi) v Gilpin (Jacobs and V)
345 Carpenter (W Maynard) v Hicks (W H Hudson)
346 Lotts and anr (Pollock and Co) v Bourke (Johnson and Co)
347 Broglien and Co (Morely and S) v W B Cooke (Weall and B)
348 Eden (Torr, J G and O) v Hoare (W Butcher)
349 Terrell (G Terrell) v Eaton (J Emanuel and Co)
350 The Queen on the Prosecution of W F Fearn (H H Myers) v Charnwood Forest Ry Co (G H K and S A Fisher)
351 Vestry of St Mary, Newington (Lowless and Co) v School Board for London (Gedge, K and M)
352 Nathan (J Curtis) v Lyon (J A White)
353 Lloyd's, Barnett's and Bosanquet's Bank ld (Tucker and L) v Wigham (Pattison, W and Co)
354 House Property and Invest Co ld (H Gover and Son) v Philo (In Person)
355 Boustead and anr (Stones, M and S) v Osborne (G B B Norman)
356 Ball (Lockyer and D) v Dexter (H S Winnett)
357 South (S Tilley) v Boyer (F Richardson and S)
358 Lindsay (Reader and H) v Schubert (Wilkins and F)
359 Bricknell and Co ld (Same) v Bricknell (H L Bird)
360 Brixton Cycle Co ld (Same) v Same (Same)
361 Balding (T Toogood) v Much (Beyfus and B)
362 Owens (Newman, S and H) v Shield (Saunders, H and Co)
363 Godden and Co (Waltons, B and W) v Bird and ors (Lowless and Co)
364 Field (Boxall and B) v Nichols (Badham and W)
365 Foster (Wild, B and W) v Browne (Beall and Co)
366 Wood (F J Wood) v Counturis and anr (R Raphael)
367 Ardley (Irvine and H) v Gough (Birchall, W and Co)
368 Patent Automatic Sash Motor Co (Warner and H) v Lawrence (Stocken and J)
369 Llewellin (Peacock and G) v Greenham and anr (Field, R and Co)
370 British Electric Light Co ld (Wilson, B and C) v Drinkwater (F G Gorton)
372 Richardson (In Person) v Harvey (Weeks and Son)
373 Cleaver (F Clift) v Burnard (C Thomas)
374 Young (Remnant, P and G) v Hirst (E Doyle and Sons)

(To be continued.)

MIDDLESEX.—MICHAELMAS SITTINGS, 1884.

LIST OF ACTIONS FOR TRIAL WITH JURIES.

1 Belt (C O Humphreys and Son) v Ranken and ors (Lewis and L) SJ
2 Ver Heyden (A G Ditton) v Belt (Kinsey, A and H) SJ
3 Schmidt (G Davis and Son) v Mogford (Tyrrell, Lewis and Co) SJ
4 Walker (Lane and A) v Mirror Advertising Co Ld (Morley and S)
5 Capital and Counties Bank Ld (H Kimber and Co) v Gerussi (Hollams, Son and C) SJ
6 Holding (Humphreys and Sons) v Cooper (M Abrahams, Son and Co SJ
7 Aslan (Denton, H and B) v Crawley (Randell and A) SJ
8 Bunsecall (Keen and R) v Hodgson (E S Cavell)
9 Dulout and Co (S. Whitehead) v Weatherby (Rodgers and C) SJ
10 Page (T Durant) v Rudkin (W C Stoker)
11 Deny Frères (Stoneham and Co) v Burrell and Co (Wade and L) SJ
12 Rouquette (T H Devonshire) v Fowle (C Gregory) SJ
13 Cossart, Gordon, and Co (M Abrahams, Son and Co) v Donaldson and ors (West, K., A and Co) SJ
14 Karl Sydney and anr (M and F Lowe) v Pary's Copper Corpn. Ld. and ors [F Reed-Wilson 3rd party] (H Tayler, Chester, M and Co) SJ
15 Frend (S G Scott) v Wilkinson (Macreth and Co) SJ
16 Lyon (Boulton, Sons and S) v Lamb (Gedge, K. and Co)
94 Quartz Hill Consolidated Gold Mining Co Ld (Snell, Son and G) v Eyre (Bolton, R and B) SJ
120 Oakley (Roy and C) v Boyle (F J Wood)
122 Henderson (Yarde and L) v Hudson (Sanderson and H)
123 Marx (R V Chilcott) v Cohen (E Lee)
124 Whitham and Son (Jacobs and V) v Appleby Bros (Wilson, B and C) SJ
125 Mc Lachlan (Hamlin, G and H) v Agnew and ors (R F Austin) SJ
126 Keatch (E Chester) v Bullen and anr (Learoyd and Co)
127 Sharp (R A Biale) v Currey and anr (J Haynes)
128 Boland (W T Boydell) v Stevens (G H Hall)
129 Staples (T E Dutton) v London Road Car Co ld (Snell, Son and G)
130 Scott (T P Henderson) v Scott (Chester, M B and G)
131 Smith (W S Norton) v Armstrong (Rogers and C) SJ
132 Ward (Beall and Co) v Foster, Hight and Co (Champion, R and P) SJ
133 Timewell (Smiles, B and Co) v Chapman (Cree and Son)
134 Hansen (H A Patience) v Lock (J J Feddell)
135 Pooley (Same) v Coulson (W H Orchard) SJ
136 Neville (W M Tilson) v Melville (Kendall, P and F) SJ
137 Waterman (G S Hare) v Fox (T Micklem)
138 Rose (H W Christmas) v Komm (W J Foster)
139 Howell (Van Sandau, C and A) v Par-ons and anr (T F Langham) SJ
140 Johns (W H Roberts) v Joseph (Lewis and L) SJ
141 Knight (Noon and C) v Pearman (W A Clarke)
142 Wartski (C E Goldring) v Dequirot (Noon and C)
143 Hall (G E Carpenter) v Sharp (R P Upton)
144 Ross (J H Lane) v Levy (G H Davis)
145 Samuel Montagu and Co (Hill, Son and R) v Harben (A H Holmes) SJ
146 Parrot (Joseph Davis) v Lambert (E R Keele)
147 King (E S Carr) v Shelvey (C Thorp)
148 London and County Bkg Co (Duffield and B) v Carter (Paterson, S B and K) SJ
149 Galbraith Morten, C and Co) v Nichol (J R Spiller)
150 Yewman (S S Hyam) v Dennett (Newton and Wyatt)
151 Kemp (N Bennett) v Kempton (G W Barnard)
152 Smith (Howard and S) v Haskell (R Aylward)
153 Griffith (R Beldan) v Howard (Crook and C)
154 Barrett (Pearpoint and L) v Merivale (Bolton and M) SJ
155 King (D E Chandler) v Daniels (Harper and B)
156 Brassington (Mann, F J) v Heldson (Davie, H W)
157 Reed (Brandons) v Smart (Jennings, J T)
158 Cox (Bordman and Co) v Fenney (Ingledew & Ince) SJ
159 Weight (Same) v Southwark and Deptford Tram Co (Sutton and Co)
160 Reynolds (Same) v Same (Same)
161 Searls (Flegg and Son) v Marvin (Parkes and B)
162 Robertson (Dunn, J E) v Garrott (Savidge, H)
163 Randall (Musgrave, J V) v Thames Iron Works and Ship Building Co ld (Farnfields) SJ
164 Dicks (Piesse and Son) v Thompson (Lumley and L) SJ
165 Hanbury (Foster, W J) v Sharp (Same)
166 Shopland (Syms and Son) v Line (Emmet, Son and S)
167 Drewitt (Humphreys, C O and Sons) v L and N W Ry Co (Mason, C H) SJ
168 Catlin and Wife (Rawlings, C J) v Smith (Warburton and De F)
169 Hewitt (Chandler, D E) v De Bay (Hughes and B)
170 Stepney (Palmer and B) v Blunt (Morrisons) SJ
171 Norris, Harriett (Castle, G) v Wood (Beard and Sons)
172 Norris, W H (Same) v Same (Same)
173 Weldon (In Person) v Winslow (Van Tromp, B H)
174 Morley (Hart, J) v Harris (Law, H and H) SJ
175 Jacobs (Rosenthal, A E) v Simmons (Abrahams and Co)
176 Fowler (Buddle, W E) v Wood (Nye and G) SJ
177 Howell (Van Sandau, C and A) v Kendal (Stokes, W F) SJ
178 Herrmann (Chandler, D E) v Royal Exchange Shipping Co ld and ors (Crump and Sons) SJ
179 Ivimey (Sedgwick, G A) v Sims Reeves (Mosley and D) SJ
180 Smith (Appa, T R) v North Metropolitan Trams Co (Godfray, H C) SJ
181 Highton (Button, J C and Co) v Fry (Beyfus and B) SJ
182 Quin (Clift, F) v Little (Hillearys and Co)
183 Batt and ors (Flegg and Son) v Keown-Boyd and Wife (Harrison, C and S and Wife) SJ
184 Harris (White, T B) v Sauches (Lindo and Co)
185 Treharne (Eldred and B) v Edwards and ors (Hodding, M T) SJ
186 Waddilove and anr (Waddilove and N) v Hall (Mills, A W)
187 Steffens and anr (Smith, H) v Heath (Powell, T A G)

186 Franklin (Fowler and Co) v Tileman (Armstrong, W H)
189 Bradford (Dixon, R) v McManus (Raphael, R) SJ
190 Harris (Hurrell, A W) v Broad and anr (Kilby, J H)
191 Spearing (Newman, P and G) v Jones (Doyle and Sons)
192 Andrew (Radford and F) v Sneyd (J Girdlestone) SJ
193 Sommerlat (Beal and De S) v Robinson (Darley and C) SJ
194 Armstrong (Lovell, Sons and P) v Line (F W Henry)
195 Hiller (G M Cooke) v Farrington (Oldacres, Dear and A)
196 Green (S Price and Son) v Brand (J M Dobson)
197 Bolander (G C Lea) v Clare (Layton, Son and L)
198 Irving (E Newman) v London Gen Omnibus Co ld (Harries, W and R) SJ
199 Elkington and Co (S Bird) v Campini (C Cheese)
200 Read (Oldacres, Dear and A) v Lloyd (Clarkson, G and N)
201 Ball and anr (P M James) v Tanqueray (Foss and Ledsam)
202 Waterlow and Sons ld (Schultz and E) v Holloway Bros (G and W Webb)
203 Owen (W Whitfield) v Mulloney (W H Roberts)
204 Harford (W Byrne Jones) v Smith (H Savidge) SJ
205 Goodman (Collins and W) v Lyons (Tamplin, T and J)
206 Thompson (Blachford, R and W.) v Counties Conservative Permanent &c Building Soc (F Eastwood) SJ
207 Austin (G C Pain) v Stone and anr (G Walker) SJ
208 O'Meara Saxelby and F) v. Same (Same) SJ
209 Etheridge (C Fitch) v Flanedy (J D Gover)
210 Russell Beyfus and B) v Carte (F Stanley) SJ
211 Paul (C F Martelli) v Percival (C N. Longcroft)
212 Cooke and Sons (Clarke, W and R) v Beattie and ors (D E Chandler) SJ
213 Howard (T Durant) v Warmington (G S Warmington)
214 Parkin (W Elgood) v Ryhope Coal Co ld (Flux and L)
215 Alexander (A Abrahams and Co) v Long (Yarde and L) SJ
216 Norman and Wife (Blewitt and T) v Met District Ry Co (Baxters and Co) SJ
217 Arnold (H A Patience) v Penny (Warner and H) SJ
218 Austin (S Roberts) v Dancer (G E Smith SJ
219 Neville (M Abrahams and Co) v Makean (Fearon and G) SJ
220 Johnstone (Wilkins, B and B) v Wemyss (Bolton, R B and Co)
221 Interleaf Publishing Co (S Ashton) v Williams, Hicks and A.
222 Hyams (F R Smith and Son) v Pettipher (Reed and R)
225 Provident Industrial Soc. ld (Kerby, Son and V.) v Treherne (R Plews)
224 Winn (H J Sydney) v Hearn (Nash and F)
225 Brett (Gibson and W) v Heritage (Heritage and Co.)
226 Weldon (In Person) v Riviere (Dod and L)
227 Breen (Pritchard and Sons) v Stamore, Weston and Co (W A Crump and Son) SJ
228 Millington and anr (Collyer-Bristow, W R and H) v Cooke (Lewis and L) SJ
229 Wade (E D T Matthews) v Lond Chatham and Dover Ry Co (J White) SJ
230 Burge (Horne and B) v Browne and ors (G M Cooke) SJ
231 Reeve (Noon and Co) v North Met Trams Co (H C Godfray) SJ
232 Bliss, tradg, &c (Baxter, R and M) v Kissan (Reed and R) SJ
233 Goold (W Arnold) v Marshall (Williams, J and W)
234 Helfrick (Weall and B) v Greenway (Foster and W) JS
235 Nordheim (Wolferstan, A and J) v Peters (C Butcher)
236 Griffiths, Jones and Co (W Wild) v Wilks (H C Knight)
237 Cooper, (S Hamilton) v Wood (Reed, L and Co) SJ
238 Thompson (Blachford, R and W) v Prov Assoc of England ld (Hatchett, Jones & L)
239 Lotinga (Hicken and G) v Commi Union Assoc Co (Hollmans, Son and C) SJ
240 Barker and Co (J T F Collins) v Sheridan (W Sweetland)
241 Hornby (Eldred and B) v Eberle (Foss and L)
242 Edwards (W A Colyer) v Lon Gen Omnibus Co ld (Harries, W and R) SJ
243 Bottrill (Burn and Co) v Russell and Co (H J Haynes)
244 Barrick (Linklater and Co) v Murray (Bell, B and G) SJ
245 Oddy (C Jerome) v Hallet (Rogers and C)
246 Porter (Marchant and B) v Pictor and Sons (Angell, I T and P)
247 Legge (Steadman and Co) v Graham and ors (E Swaine; A Poland) SJ
248 Russell (A R and H Steele) v Jeaffreson (Lewis and L) SJ
249 Smith (T H Mortimore) v Abrahams (J W Sykes) SJ
250 Harding (E Kimber) v Goodlake (Soames and Co) SJ
251 Culmer (R Bridger) v North Met Trams Co (H C Godfray) SJ
252 Harris (E Swain) v Lavery and ors (Merrick and Co) SJ
253 Stephens, Mawson and Goss (Pattison, W and Co) v Blumer and Co (Maples, T and Co) SJ
254 Leask (J Rae) v Todd (Badham and W) SJ
255 Tiller, Cole and R) v Alexander (H F Wood)
256 Sayer (H B Forbes) v Hatton (Shaen, R and Co) SJ
257 Dawson (Saxelby and F) v Clementson (C Smith) SJ
258 Buck (Woodbridge and Sons) v Long (W T Boydell)
259 Bouverie and ors (Maples, T and Co) v Styles (W Temple)
260 Scott (G J Eady) v Spicer (Gadsden and T) SJ
261 Battershall (Crawford and C) v South London Tramways Co (Wilkins, B and Co) SJ
262 Dwight (T D and W H Pettiver) v Jonas (H Seaborne)
263 Miller (C B Hodgson) v Bryan) (Church, R and T) SJ
264 Phillips (G Terrell) v Roberts (In Person)
265 Hanley (T Hack) v Veyay (E Kennedy)
266 Mobbs (Farlow and J) v Grimsdale (J J Cummins)
267 Isaacs (J Emmanuel and Co) v Evans (Nicholls and Co)
268 Gilmore (F Kent) v McMurdo and anr (W H Smith and Sons)
269 Piggott and ors (Crafter and B) v Leicester (Sharpe, Parkers and Co)
270 Rubens (E C Kilsby) v Hurter (E Kennedy)
271 Hunt (Foord and E) v Pharoah (Mills, L and M) SJ
272 Martin (Hatchett-Jones and L) v Welch (Chapple, W and C) SJ
273 Edwards (Same) v Betts (W. A. Crump and Son) SJ
274 Burrage Bros (Dixon, W and Co) v Sharp (J. Gibbs)
275 The Test Valley Ironworks ld (Speechley, M and L) v Aylward (Park Nelson M and L)
276 Drummond and Wife (Wilkinson and H) v L and S W Ry Co (Bircham and Co) SJ
277 Davis (Crosse and Sons) v Ayres (G C Winkworth)
278 Morgan and Co (T R Appe) v Guthrie (Oehme and Co)
279 Frodsham and Co (M Abrahams Son and Co) v Campbell and Co (Sorrell and Sons)
280 Ward (G Castle) v Bray (E F French)
281 Wellband (Makeson, T and A) v Hillsekopf (Hollams, Son and C)
282 Thomas (Chappell, Son and G) v Royal Italian Opera, Covent Garden ld (Ashurst M C and Co SJ
283 Brooks (Godfrey and R) v Royal Insurance Co (E W and R Oliver)
284 Warren (Marchant and B) v Watney (C P Deane)
285 Finnegan (Smith, F and L) v Acton Local Board) (A Hemsley)
286 Rey (F. J. Mann) v Miether (Cannon and T)
287 Smith (L Davis) v Herold (Baylis and P)
288 Stone (A Kisch) v Met District Ry Co (Baxter and Co) SJ
289 Trower (In Person) v Budd and anr (Talbot and T.) SJ
290 Lindsay (Field, R and Co) v Drax (H E Brown) SJ
291 Sharman and ors (J W Langlois) v Gillies (Wrightson and G)
292 Winchester an ors (Chinery, A and Co) v Toogood (Reid and R)
293 Barker and Co (Whittington, Son and B) v Muller (G Castle) SJ
294 Hasker (In Person) v Nightingale (W Whitfield)
295 Same (Same) v Goldsbrough (Keen, R and Co)
296 Same (Same) v Morrish (Guillaume and Sons)
297 Hill (Wontner and Sons) v L and N W Ry Co (C H Mason) SJ
298 Rogers (J Nicholls and Co) v Stark (Reed and R)
299 Bishop and Sons (Marson and D) v Beale (A G Ditton)
300 Harris (W H Withall and Co) v Spink (I C F W Rogers) SJ
301 Burford (C G Hobbs) v Unwin (In person) SJ
302 Munson (J V Musgrave) v Southwark and Deptford Tram Co (Sutton and C) SJ
303 Hughes (C R Randall and Son) v Lewis (Lewis and Sons)
304 Dawson (Robinson, P and S) v Johnson and anr (Learoyd and Co; B Hoddinott) SJ
306 Taylor and ors (Weall and B) v Cave (Cave and C) SJ
306 Youthed (J G Dalsell) v Smith (S G Ashwin)
307 Hasker (In person) v Wood (Still and Son)
308 Same (Same) v Savage (Same)
309 Foat (Noon and C) v Corporation of Margate (Monckton, L and G)
310 Inderwick (Few and Co) v Leech and ors (Vernon and Co)
311 Church (R Prockter) v Amer and Church (G Brown, Son and V) SJ
312 Joseph (H Bentwitch) v Morris (Jacques, Layton, and Co)
313 Cooper (Wilkinson and H) v Great Western Railway Co (R R Nelson)
314 Wackett (R L Ratcliff) v Davenport (Pedley and B)
315 Miles (Rashleigh and S) v Hutton (W Bristow)
316 Lewis (E J Sydney and Son) v Lord Ranfurly (Lumley and L) SJ
317 Bottesworth (Learoyd and Co) v Sparks and anr (Newton and Co)
318 Rees and Wife (G B B Norman) v Metropolitan Railway Co (Fowler and F) SJ
319 Moore (W T Moore) v The Explosives Co ld and others (Herbert and Kent) SJ
320 The Hon Lady Neave (Walker. Martineau and Co) v The Parys Copper Corpn ld and ors (H Taylor; Chester and Co) SJ
321 Waters (W R Helmore) v Hargrave and anr (W H Marshall)
322 Mitchem (Humphreys and Sons) v Blyth (Rye and Eyre) SJ
323 Nicholls (Weeks and Son) v Meacock (W H Hudson)
324 Richards (R Davis) v Butler (Dixon W and Co)
325 Cook (Kerly, Son and V) v Davis (Newman, S and H)
326 Brace (W B Palmer) v Barnard (Wood and G) SJ
327 Brock and ors (Shepheard and Sons) v Warmisham (In Person)

(To be continued.)

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GLOBE STEAMSHIP COMPANY, LIMITED.—Chitty, J., has by an order, dated July 19, appointed Frederic George Painter, 2, Moorgate st bldgs, to be official liquidator

STOCKPORT FRUIT PRESERVING COMPANY, LIMITED.—Petition for winding up, presented Oct 30, directed to be heard before the Vice-Chancellor at the Assize Courts, Strangeways, Manchester, on Monday, Nov 10, at 10.30. Addleshaw and Warburton, Manchester, solicitors for the petitioners

VELOPLASTIC COMPANY, LIMITED.—Petition for winding up, presented Oct 30, directed to be heard before Pearson, J., on Nov 8. Gover, Walbrook, solicitor for the petitioner

[*Gazette*, Oct. 31.]

AKERIGG BROTHERS AND COMPANY, LIMITED.—Petition for continuing the voluntary winding up, presented Oct 28, directed to be heard before Pearson, J., on Saturday, Nov 15. Chester and Co, Staple inn, agents for Wright and Brown, Carlisle, solicitors for the petitioners

CHESHIRE BANKING COMPANY, LIMITED.—By an order made by Kay, J., dated Oct 25, it was ordered that the voluntary winding up of the company be continued. Pritchard and Co, Painters' Hall, Little Trinity lane, solicitors for the petitioners

DUNSTABLE AND HOUGHTON REGIS BOOT AND SHOE MANUFACTURING COMPANY, LIMITED.—Chitty, J., has fixed Nov 14 at 11. at his chambers, for the appointment of an official liquidator

EMPIRE THEATRE, LIMITED.—Chitty, J., has fixed Nov 13, at 11, at his chambers, for the appointment of an official liquidator

GORSEDD AND MERLLYN CONSOLS MINING COMPANY, LIMITED.—By an order made by Pearson, J., dated Oct 25, it was ordered that the company be wound up. Chandler, Bishopsgate st Within, solicitor for the petitioner

IMPERIAL CONTRACT CORPORATION, LIMITED.—By an order made by Bacon, V.C., dated Oct 25, it was ordered that the voluntary winding up of the company be continued. Ellis and Co, St Swithin's lane, solicitors for the petitioning company

LAND, LOAN, MORTGAGE, AND GENERAL TRUST COMPANY OF SOUTH AFRICA, LIMITED.—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts and claims, to William Henry Robinson, 30, Coleman st. Thursday, Dec 18, at 12, is appointed for hearing and adjudicating upon the debts and claims

NESTON COLLIERY COMPANY, LIMITED.—By an order made by Kay, J., dated Oct 25, it was ordered that the voluntary winding up of the company be continued. Field and Co, Lincoln's inn fields, agents for Oliver Jones and Co, Liverpool, solicitors for the petitioner

[*Gazette*, Nov. 4.]

UNLIMITED IN CHANCERY.

NETHERTHORPE FREEHOLD LAND SOCIETY.—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to William Henry Watson, Sheffield. Friday, Jan 9, at 12, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, Nov. 4.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

STEAMSHIP "DRYBURGH ABBEY," LIMITED.—Creditors are required, on or before Nov 21, to send their names and addresses, and the particulars of their debts or claims, to Edward Mounsey, 3, Lord st, Liverpool. Friday, Nov 28, at 11, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, Nov. 4.]

FRIENDLY SOCIETIES DISSOLVED.

FEMALE FRIENDLY SOCIETY, Parochial Schoolroom, Long Eaton, Derby. Oct 31

GOOD SAMARITAN FRIENDLY SOCIETY, Malakoff Inn, Ebley, Gloucester. Oct 29

[*Gazette*, Nov. 4.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

BLYTH, PHILIP PATTON, Brighton, Esq. Nov 28. Blyth v Blyth, Chitty, J. Fladgate, Craven st, Strand

DENNY, FREDERICK WILLIAM, Hanover park, Peckham, Solicitor. Dec 16. Pearce v Mills, Kay, J. Phillips, Finsbury circus

[*Gazette*, Oct. 31.]

BROWN, WILLIAM GUSTAVUS, Sydenham, Kent, General. Dec 2. Brown v Brown, Chitty, J. Austin, Coleman st

EX PARTE THE CHESTERFIELD, BRAMPTON, AND WHITTINGTON TRAMWAYS. Dec 8. Kay, J

ENNIS, Sir JOHN JAMES, Curzon st, May Fair, Bart. Dec 2. Coles v Peyton, Bacon, V.C. Wynne and Son, Lincoln's inn fields

SYMONDS, RICHARD, Aylmerton, Norfolk, Farmer. Dec 5. Symonds v Symonds, Pearson, J. Stanley, Norwich

[*Gazette*, Nov. 4.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

BARNARD, ROBERT, Watton, Norfolk, Farmer. Nov 29. Grigson and Robinson, Watton

BOOTH, JONAS, New Wortley, Leeds, Druggist. Dec 1. Stott and Yewdall, Leeds

BORRER, CLIFFORD FORTESCUE, Clayton Wickham, Hurstpierpoint, Sussex, Esq. Dec 1. Freshfields and Williams, Bank bldgs

BROWNING, THOMAS, Queen's mansions, Victoria st, Esq. Dec 31. Waddilove and Nutt, Knightrider st, Doctors' commons

CANNAN, JOHN HAY, Albany st, Esq. Dec 1. Kearsey and Co, Old Jewry

CARVER, CHARLES, Southport, Lancaster, Gent. Nov 30. Lee, Manchester

CLARKE, THOMAS, New Moor, Southminster, Essex, Farmer. Dec 30. Crick and Freeman, Maldon

COLE, FRANCIS ALFRED, Burton rd, Brixton. Nov 19. Inderwick, Bedford row

CULLINGTON, DANIEL, South st, Park lane, Esq. Dec 9. Blount and Co, Arundel st, Strand

DAVIES, DAVID, Birkenhead, Chester, Draper. Nov 30. Harrison, Liverpool

DOVE, BENJAMIN, Woodbridge, Suffolk, Builder. Dec 6. Welton, Woodbridge

DOWLING, EDWARD SAMUEL, Holland villas rd, Kensington, Esq. Jan 1. Fowler and Perks, Leadenhall st

DRIVER, MARY HANNAH, Manchester. Dec 6. Sutton and Elliott, Manchester

FROST, ALBERT THOMAS, Queen's crescent, Haverstock hill, Gent. Jan 7. Hird, Great Titchfield st

HANDSON, AMY, Barton on Humber, Lincoln. Dec 27. Tinney and Dawber, Hull

HASLER, WILLIAM, Braintree, Essex, Gent. Jan 1. Veley and Cunnington, Braintree

HASTINGS, DAVID, Sunderland, Gardener. Nov 28. Boulton, Sunderland

HESLOP, CUTHBERT, Newcastle upon Tyne, Builder. Dec 10. Dickinson and Miller, Newcastle upon Tyne

JENNINGS, WILLIAM, Portsmouth, Gent. Dec 17. Kilby and Mace, Chipping Norton

LEGG, HENRY, Pitlake, Croydon, Surrey, Builder. Nov 29. Rowland, Croydon

LESITER, JOSEPH, Dilerton, Nottingham, Gent. Dec 4. Marshall, East Retford

MARTIN, SUSANNA CURTT, Bixley Hall, Norfolk. Dec 13. Copeman and Ladell, Norwich

MEACOCK, FRANCES, Gloucester pl, Ealing. Dec 4. Johnson and Master, Theobald's rd, Bedford row

MILLER, THOMAS, Nottingham, Gent. Jan 1. Bright, Nottingham

NORTH, ELIZABETH, Huddersfield. Nov 22. Learoyd and Piercy, Huddersfield

NYE, WILLIAM, Horsham, Sussex, Gent. Dec 10. Medwin and Co, Horsham

PEEL, JAMES, Morley, York, Gent. Nov 21. Ridgway and Ridgway, Dewsbury

PERKINS, CHARLOTTE MARIA, South Skirlaugh, York. Dec 11. Spurr, Hull

PHIPPS, WILLIAM, Bath, Coal Merchant. Nov 29. Moger, Bath

SHEPARD, CHRISTIANA, Aine, York. Dec 8. Phillips, York

SLATER, WILLIAM HENRY, Sheffield, Cab Proprietor. Nov 30. Wake and Sons, Sheffield

SMITH, THOMAS STOUT, Chester, Butler. Dec 1. Mason and Caldecutt, Chester

STAINSBY, JOHN, Whitby, York, Gent. Dec 31. Gray and Pannett, Whitby

TAYLEUR, HARRIET, Drayton in Hales, Salop. Jan 3. Wilkinson and Upton, Market Drayton

TROUNCE, JOHN, Vervan, Cornwall, Farmer. Nov 30. Coode and Co, St Austell

WILSON, BARTHOLOMEW, Ilkeston, Derby, Gent. Jan 1. Bright, Nottingham

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ALLEN, PETER, Newcastle upon Tyne, Corn Factor. Nov 30. Dees and Thompson, Newcastle upon Tyne

ANNING, WILLIAM, Burderham, Devon, Yeoman. Dec 8. Ward, Exeter

BAILEY, Rev JOHN, Stoke Holy Cross, Norfolk. Jan 1. Bailey and Co, Norwich

BENNETT, WILLIAM, Albert st, Regent's pk, Gent. Jan 1. Hughes and Sons, Chapel st, Bedford row

BOSTOCK, DAVID, Holden, Stafford, Farmer. Nov 13. Challinors, Hanley

BURLEY, WILLIAM, Cowlands, Kea, Cornwall, Timber Merchant. Nov 29. Hodge and Co, Truro

CROWHURST, THOMAS, Wartling, Sussex, Veterinary Surgeon. Dec 13. Philcox, Burwash

BELCHER, THOMAS, Castle Donington, Leicester, Draper. Jan 1. Toone and Bartlett, Loughborough

GARTH, THOMAS ALMOND, Brighton, Esq. Dec 15. Crowder and Co, Lincoln's inn fields

GILBERT, WILLIAM, Oldham, Lancaster, Paperhanger. Nov 9. Davies, Oldham

HENRY, CHARLES, Portsea, Outfitter. Dec 5. Adams and Co, Portsea

HOLLOWAY, ANN, Langton rd, Lothian rd, Brixton. Nov 18. Plunkett and Leader, St Paul's churchyard

HOUGHFIELD, EZRA, Sheffield, Coach Proprietor. Dec 9. Wake and Sons, Sheffield

HOUGHFIELD, NANCY, Sheffield. Dec 9. Wake and Sons, Sheffield

HOWELL, CORNELIUS, Sandown, Isle of Wight, Builder. Dec 8. Wooldridge, Sandown

HOWELL, FANNY JANE, Sandown, Isle of Wight. Dec 8. Wooldridge, Sandown

HUNT, THOMAS NEWMAN, Portland pl, Esq. Dec 4. Karslake, Regent st

JONES, CHARLES MARCHANT, Plymouth, Surgeon. March 1. Bone and Son, Devonport

KENNARD, ALFRED, Teignmouth, Devon, Gent. Nov 24. Chatham, Hull

MANLEY, MARK, Weymouth, Dorset, Grocer. Dec 1. Bowen, Weymouth

MURRAY, Hon. AMELIA MATILDA, Glenberrow, Worcester. Nov 20. Andrews and Co, Weymouth

NEWTON, ROBERT, Wrnsall, Somerset, Builder. Jan 10. Fry and Co, Bristol

PRIEST, FREDERICK, Norwich, Gent. Nov 20. Bignold

PRITCHARD, MARY ANN, Lamnon, Ilston, Glamorganshire. Jan 7. Stevens, Swansea

REEVES, WILLIAM, Sussex st, Poplar, Licensed Victualler. Dec 1. Angell and Co, Gresham st, Bank

EDWARD VAUGHAN RICHARDS, Park crescent, Portland pl, Q.C. Dec 13. Walker and Co, Theobald's rd, Gray's inn

ROSE, JAMES, Totton, Southampton, Farmer. Dec 5. Adams and Co, Southampton

SCHERLING, JOHN NICHOLAS, Mytongate, Kingston upon Hull, Tailor. Nov 21. Chatham, Hull

WILLOBY, MARY ANNE MATILDA, Brighton. Nov 26. Fussell and Co, Bristol

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SALES OF ENSUING WEEK.

Nov. 13.—Messrs. C. C. & T. MOORE, at the Mart, at 1 for 2 p.m., Freehold and Leasehold Properties (see advertisement, this week, p. 19).

Nov. 13.—Messrs. C. & F. RUTLEY, at the Greyhound Hotel, Croydon, Freehold Estate (see advertisement, this week, p. 18).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

MACKINNON.—Nov. 4, at 4, Forest-road, Aberdeen, the wife of Lachlan Mackinnon, advocate, of a daughter.

PREST.—Oct. 31, at Higher Crumpsall, Manchester, the wife of Henry Edgar Prest, barrister-at-law, of a daughter.

DEATH.

BLOGG.—Nov. 3, at 20, Brandram-road, Lee, Arthur Henry Blogg, solicitor, aged 37.

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.
FRIDAY, Oct. 31, 1884.
RECEIVING ORDERS.

Adkins, Alfred James, Hadley, High Barnet, Hertfordshire, General Dealer. Barnet. Pet Oct 27. Ord Oct 27. Exam Nov 12 at 11 at Townhall, Barnet

Banks, Benjamin, Anfield, nr Liverpool, Merchant's Clerk. Liverpool. Pet Oct 29. Ord Oct 29. Exam Nov 10 at 11

Bond, Francis Joseph, St Columb, Cornwall, Builder. Truro. Pet Oct 28. Ord Oct 28. Exam Nov 20 at 11

Booth, Jonas, Manningham, Yorkshire, Grocer. Bradford. Pet Oct 28. Ord Oct 28. Exam Nov 25 at 11

Cohen, Albert, Warwick st, Pimlico, Fruiterer. High Court. Pet Oct 25. Ord Oct 27. Exam Dec 13 at 11 at 34, Lincoln's inn fields

Cohen, Benjamin, Edgware rd, Manager. High Court. Pet Oct 29. Ord Oct 29. Exam Dec 13 at 11 at 34, Lincoln's inn fields

Collins, George, Truro, Grocer. Truro. Pet Oct 9. Ord Oct 29. Exam Nov 20 at 11

Curren, Samuel, Rotherham, Yorkshire, Tailor. Sheffield. Pet Oct 28. Ord Oct 28. Exam Nov 20 at 11.30

Dodd, Matthew, Brampton, Cumberland, Chemist. Carlisle. Pet Oct 27. Ord Oct 28. Exam Nov 11 at 11 at Courthouse

Hadley, Samuel William, Slimbridge, Gloucestershire, Timber Merchant. Gloucester. Pet Oct 25. Ord Oct 27. Exam Dec 2

Hanslow, James, and William Hanslow, Margate, Kent, Coach Builders. Canterbury. Pet Oct 25. Ord Oct 25. Exam Nov 14

Hewitt, George, Kirton in Lindsey, Lincolnshire, Butcher. Great Grimsby. Pet Oct 29. Ord Oct 29. Exam Nov 20 at 11 at Townhall, Great Grimsby

Hogben, David, Croydon, Surrey, Upholsterer. Croydon. Pet Oct 23. Ord Oct 23. Exam Nov 14

House, Walter, Kingswood, Gloucestershire, Boot Manufacturer. Bristol. Pet Oct 28. Ord Oct 29. Exam Nov 13 at 12 at Guildhall, Bristol

Josephs, Arthur Levin, Roseneath, Broxbourne, Hertford, Clerk. High Court. Pet Oct 24. Ord Oct 24. Exam Dec 5 at 11 at 34, Lincoln's inn fields

Kelcey, Harry Archibald, Crawley, Sussex, Plumber. Brighton. Pet Oct 29. Ord Oct 29. Exam Nov 20 at 12

Mason, Joshua Martyn, Newport, Salop, out of business. York. Pet Oct 27. Ord Oct 28. Exam Nov 14 at 11 at Guildhall, York

Nash, Henry, Liverpool, Boot Manufacturer. Liverpool. Pet Oct 28. Ord Oct 28. Exam Nov 10 at 11

Nash, Joseph, New Cross, Kent, Plumber. Greenwich. Pet Oct 29. Ord Oct 29. Exam Nov 18 at 1

Naylor, Edward, and Greenwood Smith, Bradford, Builders. Bradford. Pet Oct 29. Ord Oct 29. Exam Nov 18 at 12

Page, Thomas George, Worthing, Sussex, Market Gardener. Brighton. Pet Oct 27. Ord Oct 27. Exam Nov 20

Pether, Samuel, and William Robert Pether, Lombard rd, Battersea, Engineers. Wandsworth. Pet Sept 10. Ord Oct 28. Exam Nov 27

Powers, Edmund Frederick, Biggleswade, Bedfordshire, Miller. Bedford. Pet Sept 29. Ord Oct 28. Exam Dec 4

Price, W. Morgan, Cardiff, Draper. Cardiff. Pet Oct 27. Ord Oct 27. Exam Nov 14 at 2

Ranken, John Smith, and James Ranken, Barnet, Hertfordshire, East India Merchants. High Court. Pet Oct 28. Ord Oct 28. Exam Dec 4 at 11 at 34, Lincoln's inn fields

Standbridge, Lewis, Luton, Bedfordshire, Straw Hat Manufacturer. Luton. Pet Oct 16. Ord Oct 27. Exam Nov 20 at 1 at the Court House, Luton

Stather, Henry, Hotham, nr Brough, Yorkshire, Farmer. Kingston upon Hull. Pet Oct 29. Ord Oct 29. Exam Nov 10 at 11 at the Court House, Townhall, Hull

Strickland, George, Chudleigh, Devonshire, Watchmaker. Exeter. Pet Oct 29. Ord Oct 29. Exam Nov 13 at 11

Whiley, Henry, Old Trafford, Manchester, Sanitary Inspector. Salford. Pet Oct 17. Ord Oct 29. Exam Nov 12 at 11

Wilkes, Edward, Gt Grimsby, Fish Dealer. Gt Grimsby. Pet Oct 27. Ord Oct 27. Exam Nov 20 at 11 at Townhall, Gt Grimsby

Wilkes, Joseph, Walsall, Staffordshire, Zinc Worker. Walsall. Pet Oct 27. Ord Oct 27. Exam Nov 13 at 2

Williams, Edwin, Morice Town, Devonport, China Dealer. East Stonehouse. Pet Oct 28. Ord Oct 28. Exam Nov 21 at 12

Wilmot, Benjamin Sidney, Southwark st, Borough, Corn Factor. High Court. Pet Oct 29. Ord Oct 29. Exam Dec 2 at 11 at 34, Lincoln's inn fields

Woolston, Eliza, Walton-on-the-Naze, Essex, Bazaar Proprietor. Colchester. Pet Oct 28. Ord Oct 28. Exam Nov 12 at 3 at Townhall, Colchester

The following Amended Notice is substituted for that published in the London Gazette of Oct 24.

Oldfield, Evan, Coedpoeth, Denbighshire, Grocer. Wrexham. Pet Sept 20. Ord Oct 22. Exam Nov 5

FIRST MEETINGS.

Barnard, John, and George Christian Benck, Fann st, Goswell rd, Waterproof Manufacturers. Nov 13 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Booth, Henry Norman, Stirchley, nr Shifnal, Salop, Farmer. Nov 7 at 3. 9, The Square, Shrewsbury

Booth, James, Manningham, Yorkshire, Grocer. Nov 10 at 11. Official Receiver, Ivegate chbrs, Bradford

Chapman, Raisebeck, Edgware rd, out of business. Nov 11 at 11. 33, Carey st, Lincoln's inn

Eastman, Frederick Daniel, Drummond rd, Bermondsey, Builder. Nov 10 at 2. 33, Carey st, Lincoln's inn

Hadley, Samuel William, Slimbridge, Gloucestershire, Timber Merchant. Nov 8 at 3. Spread Eagle Hotel, Gloucester

Hall, George, Warwick, Grocer. Nov 10 at 10.30. Official Receiver, 46, Jordan well, Coventry

Hanslow, James, and William Hanslow, Margate, Coach Builders. Nov 14 at 10. 32, St George's st, Canterbury

Haslegrave, George, General Post Office, St Martin's le Grand, Clerk. Nov 10 at 4. 33, Carey st, Lincoln's inn

James, Charles Edward, Ball's Pond rd, Islington, Wine Merchant. Nov 13 at 11. 33, Carey st, Lincoln's inn

Mason, Joshua Martyn, Newport, Salop, out of business. Nov 12 at 3. Official Receiver, York

Oldroyd, William, Heckmondwike, Yorkshire, Contractor. Nov 7 at 3. Official Receiver, Bank chbrs, Batley

Page, Thomas George, Worthing, Sussex, Market Gardener. Nov 10 at 2.30. Official Receiver, 20, Bond st, Brighton

Reynolds, Herbert Edward, The Close, Exeter, Clerk in Holy Orders. Nov 11 at 3. Castle of Exeter, Exeter

Rooney, James Joseph, Walsall, Staffordshire, Tobacconist. Nov 8 at 11. Official Receiver, Bridge st, Walsall

Rose, Jane, Wood st, Spinster. Nov 11 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Skelton, William, Seething lane, Commission Agent. Nov 11 at 2. 33, Carey st, Lincoln's inn

Stanbridge, Lewis, Luton, Bedfordshire, Straw Hat Manufacturer.. Nov 10 at 3. George Hotel, George st, Luton

Strickland, George, Chudleigh, Devonshire, Watchmaker. Nov 12 at 3. Castle of Exeter, Exeter

Stringer, Frederick Henry, Hanley rd, Islington, Architect. Nov 11 at 12. 33, Carey st, Lincoln's inn

Wilkes, Edward, Gt Grimsby, Fish Dealer. Nov 30 at 2. Official Receiver, 3, Haven st, Gt Grimsby

Wilkes, Joseph, Walsall, Staffordshire, Zinc Worker. Nov 10 at 2. Official Receiver, Bridge st, Walsall

Williams, Edwin, Devonport, China Dealer. Nov 11 at 11. Official Receiver, 18, Frankfort st, Plymouth

ADJUDICATIONS.

Baxter, Thomas Charles, and Arthur James Baxter, Gt Grimsby, Smack Owners. Gt Grimsby. Pet Oct 18. Ord Oct 27

Bilton, Joseph Thomas, Ulceby, Lincolnshire, Grocer. Gt Grimsby. Pet Oct 22. Ord Oct 25.

Booth, Jonas, Manningham, Yorkshire, Grocer. Bradford. Pet Oct 28. Ord Oct 28

Bottomley, Charlotte Graham, Liverpool, Draper. Liverpool. Pet Oct 28. Ord Oct 30

Caverly, Robert Bruce, Trocadero Eden Theatre, Windmill st, Haymarket, Proprietor. High Court. Ord made under sec 103. Ord Oct 29

Clarson, Arthur Simmons, Tamworth, Warwickshire, Mercantile Clerk. Birmingham. Pet Oct 24. Ord Oct 27

Clayton, John Richard, and John Mills, Huddersfield, Coach Builders. Huddersfield. Pet Oct 13. Ord Oct 28

Cohen, Albert, Star st, Edgware rd, Fruiterer. High Court. Pet Oct 25. Ord Oct 27

Curren, Samuel, Rotherham, Yorkshire, Tailor. Sheffield. Pet Oct 28. Ord Oct 28

Edwards, Charles, York, Pork Butcher. York. Pet Oct 9. Ord Oct 28

Eldridge, James Dixon, Sumner rd, Milk Contractor. High Court. Pet Sept 5. Ord Oct 29

Eyles, Silas, King st, Hammersmith, Builder. High Court. Pet July 19. Ord Oct 27

Fricker, Thomas, St Andrew's, Uxbridge, Salesman. High Court. Pet Sept 26. Ord Oct 28

Garrett, William, The Parade, Dulwich, Grocer. High Court. Pet Sept 17. Ord Oct 29

Hall, George, Warwick, Grocer. Warwick. Pet Oct 11. Ord Oct 28

Hill, William, Bridlington Quay, Yorkshire, Draper. Scarborough. Pet Oct 18. Ord Oct 29

Homburg, Harriet, Celia rd, Holloway, Cabinet Maker. High Court. Pet Sept 6. Ord Oct 25

Honan, Synton Michael, Barnes, Surrey, Doctor of Medicine. Wandsworth. Pet Aug 15. Ord Oct 28

Hull, Mark, Shirland rd, Paddington, Builder. High Court. Pet Mar 21. Ord Sept 8

Magee, John, Charles Dawson, and John Miller Sinclair, Great Grimsby, Fish Buyers. Gt Grimsby. Pet Oct 8. Ord Oct 28

Mann, Herbert Hartley, Dewsbury, Yorkshire, Wool Merchant. Dewsbury. Pet Oct 17. Ord Oct 29

Mantle, Reuben Brown, Walsall, Staffordshire, Licensed Victualler. Walsall. Pet Oct 23. Ord Oct 28

Murphy, John Henry, Fratton, Landport, Hants, Builder. Portsmouth. Pet Sept 29. Ord Oct 29

Nash, Henry, Liverpool, Boot Manufacturer. Liverpool. Pet Oct 28. Ord Oct 28

Nichol, James, Commercial ter, Herne hill, Commercial Traveller. High Court, Pet Aug 21. Ord Oct 29

Oxenham, Thomas, Alnwick, Northumberland, Innkeeper. Newcastle on Tyne. Pet Oct 13. Ord Oct 27

Parkinson, William, Holme upon Spalding Moor, Saddler. Kingston on Hull. Pet Oct 29. Ord Oct 27

Port, Frederick, Kingsbridge, Devonshire, Bootmaker. East Stonehouse. Pet Oct 10. Ord Oct 29

Preston, Henry, York, Innkeeper. York. Pet Oct 14. Ord Oct 27

Roberts, Robert, Llanberis, Carnarvonshire, Grocer. Bangor. Pet Oct 13. Ord Oct 29

Shemilt, William, Standeford, Brewood, Staffordshire, Licensed Victualler. Wolverhampton. Pet Sept 25. Ord Oct 28

Smith, Henry Gregory, Commercial rd, Pimlico. High Court. Pet Sept 4. Ord Oct 27

Turner, James Anthony, Birchin lane, out of business. High Court. Pet Sept 17. Ord Oct 25

Walker, Robert Medd, Liverpool, Draper. Liverpool. Pet Oct 9. Ord Oct 27

Wilkes, Edward, Great Grimsby, Fish Dealer, Gt Grimsby. Pet Oct 27. Ord Oct 28

Wilkes, Joseph, Walsall, Staffordshire, Zinc Worker. Walsall. Pet Oct 27. Ord Oct 28

ADJUDICATION ANNULLED.

Payne, Nathaniel Crosse, Little Clarendon st, Oxford, Greengrocer, Oxford. Adjud June 6. Annul Oct 16

TUESDAY, Nov. 4, 1884.

RECEIVING ORDERS.

Adams, Frank, Sandown, I.W., Painter. Newport and Ryde. Pet Oct 31. Ord Oct 31. Exam Nov 21 at 10 at Townhall, Ryde

Axton, Jesse, London rd, Enfield, Printer. Edmonton. Pet Oct 30. Ord Oct 31. Exam Nov 25 at Courthouse, Edmonton

Birkin, James, Withington, Gloucestershire, Farmer. Cheltenham. Pet Oct 31. Ord Oct 31. Exam Nov 28 at 12

Blackmore, George Francis, Old Sodbury, Gloucestershire, Farmer. Bristol. Pet Oct 15. Ord Oct 30. Exam Nov 13 at 12 at Guildhall, Bristol

Bradshaw, Joseph, Fenton, Staffordshire, Builder. Stoke upon Trent and Longton. Pet Oct 29. Ord Oct 29. Exam Nov 27 at 11.30

Cape, William, Pontlottyn, Glamorganshire, Grocer. Merthyr Tydfil. Pet Oct 31. Ord Oct 31. Exam Nov 19

Chamberlain, George, Ilfracombe, Devonshire, Hotel Keeper. Barnstaple. Pet Oct 23. Ord Oct 31. Exam Nov 7 at 11.30 at Bridge Hall, Barnstaple

Clark, Charles Maurice, South st, Manchester sq, Draper. High Court. Pet Oct 29. Ord Oct 30. Exam Dec 13 at 11 at 33, Lincoln's inn fields

Edwards, George, Stamford, Lincolnshire, Draper. Peterborough. Pet Oct 31. Ord Nov 1. Exam Nov 20 at 12

Hall, John Draper, Headingley, Leeds, Leather Merchant. Leeds. Pet Oct 30. Ord Oct 30. Exam Nov 11 at 11

Hatcher, Charles John, Ascot, Winkfield, Berkshire, Journeyman Carpenter. Windsor. Pet Nov 1. Ord Nov 1. Exam Nov 22 at 11

Haughton, Joseph, and Stoddart Pelle, Carlisle, Agricultural Implement Manufacturers. Carlisle. Pet Nov 1. Ord Nov 1. Exam Nov 17 at 11 at Courthouse

Koch, Augustus, Luton, Bedfordshire, Straw Hat Manufacturer. Luton. Pet Oct 16. Ord Oct 31. Exam Nov 20 at 1 at Court-house, Luton

Perrett, George, Chevedon, Somersetshire, Grocer. Bristol. Pet Oct 31. Ord Oct 31. Exam Nov 27 at 12 at Guildhall, Bristol

Rawlings, Edward, Stapleford, Cambridgeshire, Brewer. Cambridge. Pet Oct 22. Ord Oct 31. Exam Nov 26

Rawlinson, John, Burnley, Lancashire, Grocer. Burnley. Pet Oct 30. Ord Oct 30. Exam Nov 13

Sanderson, Joseph, and Arthur Sanderson, Nottingham, Tripe Dressers. Nottingham. Pet Nov 1. Ord Nov 1. Exam Nov 18

Seller, Richard Hall, Pocklington, Yorkshire, Carriage Builder. York. Pet Nov 1. Ord Nov 1. Exam Nov 17 at 11 at the Guildhall

Shaw, Austin Stables, Siddall, nr Halifax, Yorkshire, Coal Merchant. Halifax. Pet Oct 21. Ord Oct 31. Exam Nov 26

Smith, Frank, and James Smith, Dewsbury, Yarn Spinners. Dewsbury. Pet Oct 31. Ord Oct 31. Exam Nov 18

Steffany, Fritz, Gilbert st, Grosvenor sq, Courier. High Court. Pet Oct 31. Ord Oct 31. Exam Dec 9 at 11 at 34, Lincoln's inn fields

Thompson, John Copley, Penrith, Cumberland, Wine Merchant. Carlisle. Pet Oct 25. Ord Nov 1. Exam Nov 17 at 11 at the Court House

Weller, Gaius, Birmingham, Baker. Birmingham. Pet Oct 30. Ord Oct 30. Exam Nov 21 at 2

Widdas, Alfred, York, Fancy Cabinetmaker. York. Pet Oct 31. Ord Oct 31. Exam Nov 14 at 11 at the Guildhall, York

FIRST MEETINGS.

Adams, Frank, Sandown, I.W., Painter. Nov 12 at 2. George Hotel, High st, Portsmouth

Baker, Charles Edwin, Cornwall terr, East Dulwich, Draper. Nov 14 at 3. 33, Carey st, Lincoln's inn

Banks, Benjamin, Anfield, nr Liverpool, Merchant's Clerk. Nov 11 at 3.30. Official Receiver, 35, Victoria st, Liverpool

Belcher, William, Earley, nr Reading, late Builder. Nov 27 at 12. Queen's Hotel, Reading

Birkin, James, Withington, Gloucestershire, Farmer. Nov 13 at 11. Official Receiver, 84, Barton st, Gloucester

Blackmore, George Francis, Old Sodbury, Gloucestershire, Farmer. Nov 13 at 3. Official Receiver, Bank chbrs, Bristol

Bond, Francis Joseph, St Columb, Cornwall, Builder. Nov 11 at 12. Official Receiver, Boscawen st, Truro

Brickland, Alice, Liverpool, Inn Manageress. Nov 12 at 3. Official Receiver, 35, Victoria st, Liverpool

Burrage, Andrew, and William Henry Burrage, New lane, Enfield, Builders. Nov 11 at 11. 28, St Swithin's lane

Cape, William, Pontlottyn, Glamorganshire, Grocer. Nov 13 at 12. Official Receiver, Merthyr Tydfil

Carter, David, Edward Birch, Stephen Barnard, and Thomas Birch, Stratford upon Avon, Bicycle Manufacturers. Nov 12 at 2. Official Receiver, Colmore row, Birmingham

Curren, Samuel, Rotherham, Tailor. Nov 12 at 1. Official Receiver, Figtree lane, Sheffield

Davidson, Hugh, Kirkdale, nr Liverpool, out of business. Nov 13 at 3. Official Receiver, Lisbon bldgs, Victoria st, Liverpool

Dodd, Matthew, Brampton, Cumberland, Chemist. Nov 11 at 12. 34, Fisher st, Carlisle

Galbraith, John G., St John's villas, Dulwich, Commission Agent. Nov 13 at 12. 33, Carey st, Lincoln's inn

Glanville, Thomas, St Enoder, Cornwall, Farmer. Nov 12 at 12. Official Receiver, Boscawen st, Truro

Harrison, Charles, and Edward Harrison, Sheffield, Slaters. Nov 12 at 11. Official Receiver, Figtree lane, Sheffield

Hewitt, George, Kirton in Lindsey, Lincolnshire, Butcher. Nov 12 at 11. Angel Hotel, Brigg

Hogben, David, Croydon, Surrey, Upholsterer. Nov 12 at 12. Official Receiver, 109, Victoria st, Westminster

House, Walter, Kingswood, Gloucestershire, Boot Manufacturer. Nov 12 at 12. Official Receiver, Bank chbrs, Bristol

Josephs, Arthur Levin, Broxbourne, Hertford, Clerk. Nov 18 at 11. 33, Carey st, Lincoln's inn

Kelsey, Harry Archibald, Crawley, Sussex, Plumber. Nov 12 at 2.30. Chamber of Commerce, 145, Cheapside

Koch, Augustus, Luton, Bedfordshire, Straw Hat Manufacturer. Nov 14 at 3. George Hotel, George st, Luton

Longley, Richard Francis, Riversdale rd, Highbury, Solicitor's Clerk. Nov 17 at 1. 33, Carey st, Lincoln's inn

Nash, Henry, Liverpool, Boot Manufacturer. Nov 11 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool

Naylor, Edward, and Greenwood Smith, Bradford, Builders. Nov 12 at 11. Official Receiver, Ivegate chbrs, Bradford

Rawlings, Edward, Stapleford, Cambridgeshire, Brewer. Nov 13 at 12. Official Receiver, 5, Petty Cury, Cambridge

Rawlinson, John, Burnley, Lancashire, Grocer. Nov 13 at 12.30. Exchange Hotel, Nicholas st, Burnley

Robson, Samuel, son, Fulwell, nr Sunderland, House Builder. Nov 12 at 12. 31, John st, Sunderland

Rogers, Andrew Jackson, Craven st, Strand, Colonel in the Army of the United States of America. Nov 14 at 11. 33, Carey st, Lincoln's inn

Sant, James, Nottingham, Builder. Nov 11 at 12. Official Receiver, Exchange walk, Nottingham

Seller, Richard Hall, Pocklington, Yorkshire, Carriage Builder. Nov 14 at 3. Official Receiver, York

Speller, William Henry, Blackfriars rd, Engineer. Nov 17 at 11. 33, Carey st, Lincoln's inn

Stather, Henry, Hotham, nr Brough, Yorkshire, Farmer. Nov 11 at 11. Incorporated Law Society, Bowlalley lane, Hull
Treble, George, Whitmore rd, Hoxton, Shop Fitter. Nov 13 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Tregaskis, Samuel Thomas, St Issey, Cornwall, Corn Merchant. Nov 15 at 12. Duke of Cornwall Hotel, Plymouth
Watterson, Robert, Liverpool, Glass Stainer. Nov 11 at 3. Official Receiver, 35, Victoria st, Liverpool
Weller, Gaius, Birmingham, Baker. Nov 21 at 11. Official Receiver, Birmingham
Whiley, Henry, Old Trafford, Manchester, Sanitary Inspector. Nov 17 at 2.30. Court house, Encombe pl, Salford
Widdas, Alfred, York, Cabinet Maker. Nov 13 at 12. Official Receiver, York
Woolston, Eliza, Walton on the Naze, Essex, Bazaar Proprietor. Nov 12 at 4. Townhall, Colchester
The following amended notice is substituted for that published in the London Gazette of Oct. 31, 1884.
Wilkes, Edward, Gt Grimsby, Fish Dealer. Nov 20 at 2. Official Receiver, 3, Haven st, Gt Grimsby

ADJUDICATIONS.

Barnett, John, Beckenham, Kent, Builder. Croydon. Pet Sept 16. Ord Oct 30
Booth, Henry Norman, Stirchley, Salop, Farmer. Madeley. Pet Oct 24. Ord Oct 30
Brickland, Alice, Liverpool, Inn Manageress. Liverpool. Pet Sept 26. Ord Oct 31
Cape, William, Pontlottyn, Glamorganshire, Grocer. Merthyr Tydfil. Pet Oct 31. Ord Nov 1
Dodd, Matthew, Brampton, Cumberland, Chemist. Carlisle. Pet Oct 27. Ord Oct 30
Hatcher, Charles John, Ascot, Berks, Journeyman Carpenter. Windsor. Pet Nov 1. Ord Nov 1
House, Walter, Kingswood, Gloucestershire, Boot Manufacturer. Bristol. Pet Oct 28. Ord Nov 1
Jones, Thomas, Bromley, Kent, Builder. Croydon. Pet Oct 3. Ord Oct 30
Naylor, Edward, and Greenwood Smith, Bradford, Builders. Bradford. Pet Oct 29. Ord Oct 30
Oldroyd, William, Heckmondwike, Yorkshire, Contractor. Dewsbury. Pet Oct 25. Ord Oct 31
Paran, Henri, Milk st, Manufacturers' Agent. High Court. Pet July 23. Ord Oct 31
Partridge, Francis, Cardiff, Grocer. Cardiff. Pet Oct 24. Ord Oct 31
Patridge, John, St John's hill, New Wandsworth, Grocer. Wandsworth. Pet Sept 19. Ord Oct 30
Patten, Herbert, Sydenham, Surrey, Provision Dealer. High Court. Pet Oct 2. Ord Oct 31
Senior, Job, Lower Cumberworth, nr Huddersfield, Butcher. Huddersfield. Pet Oct 15. Ord Oct 30
Shrimpton, Jane, Studley, Warwickshire, Needle Manufacturer. Warwick. Pet Oct 9. Ord Oct 29
Stevens, David McCluer, Guildford, Newspaper Proprietor. Guildford and Godalming. Pet Oct 2. Ord Nov 1
Thomas, James, Aberavon, Glamorganshire, Boot Manufacturer. Neath. Pet Oct 4. Ord Oct 31
Watterson, Robert, Liverpool, Glass Stainer. Liverpool. Pet Oct 10. Ord Oct 30
Weller, Gaius, Birmingham, Baker. Birmingham. Pet Oct 30. Ord Oct 31
Wilkes, Charles, North Waltham, Hants, Builder. Winchester. Pet Aug 25. Ord Oct 1
Woodvine, George, Chilvers Coton, Warwickshire, Hairdresser. Coventry. Pet Sept 29. Ord Oct 31

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